

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:23-cv-23223

JAMES WEAREN and  
MOSES WIGGINS  
Individuals,

Plaintiffs,

v.

X AUTO IMPORT AND EXPORT CORP.,  
a Florida corporation, and  
RAYAN DAZA, an individual,  
CFS OF SOUTH FLORIDA L.L.C., A  
Florida Limited Liability Company,

Defendants.

\_\_\_\_\_/

**DEFENDANT’S MOTION TO COMPEL ARBITRATION, OR IN THE ALTERNATIVE,  
TO DISMISS PLAINTIFFS’ COMPLAINT,**

COMES NOW, Defendants, X AUTO IMPORT AND EXPORT CORP., a Florida corporation and RAYAN DAZA, an individual, (hereinafter, “Defendants”), by and through the undersigned counsel, hereby move to (a) to compel arbitration, or (b) alternatively, dismiss the Complaint in its entirety pursuant to Fed. R. Civ. P. 41(b) and in support of state as follows:

**FACTS**

1. On or about February 21, 2023, Defendant, X AUTO IMPORT AND EXPORT CORP. sold a used vehicle (2014 GMC Acadia VIN# 1GKKRNED8EJ342700) (“Subject Vehicle”) to Plaintiffs pursuant to a Retail Installment Contract (the “Contract”). *A true and correct copy of the Contract is attached hereto as **Exhibit A**.*

2. The Contract was only attached in part to Plaintiff’s Complaint.<sup>1</sup>

\_\_\_\_\_  
<sup>1</sup> The page containing the arbitration provision was conspicuously left out of Plaintiff’s exhibit attachment to the Complaint.

3. The Contract contains an arbitration provision, (“Arbitration Provision”), which makes any claim or dispute between Plaintiff and Defendants, X AUTO IMPORT AND EXPORT CORP. and its owner, RAYAN DAZA subject to arbitration. *See* Exhibit A, at page 5.

4. Specifically, the arbitration provision reads:

“Arbitration Provision. PLEASE READ CAREFULLY! By agreeing to this arbitration provision you are giving up your right to go to court for claims and disputes arising from this Contract:

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION, AND NOT BY A COURT OR BY JURY TRIAL.
- YOU GIVE UP ANY RIGHT THAT YOU MAY HAVE TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMEBRE IN ANY CLASS ACTION OR CLASS ARBITRATION AGAINST US IF A DISPUTE IS ARBITRATED.
- IN ARBITRATION, DISCOVERY AND RIGHTS TO APPEAL ARE GENERALLY MORE LIMITED THAN IN A JUDICIAL PROCEEDING AND OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE."

5. However, on or around August 23, 2023, Plaintiffs filed the present complaint, (“Complaint”), from which this case arises. *A true and correct copy of the Complaint is attached hereto as **Exhibit B**.*

6. Thus, Plaintiffs have initiated an action in civil court in direct defiance of the mandatory Arbitration Provision in the Contract which makes plain that an action or claim of this nature is strictly subject to arbitration.

7. Defendants hereby move that Plaintiffs be compelled to arbitrate their claims, or in the alternative, that this action be dismissed.

## **MEMORANDUM OF LAW**

### **I. The Florida Arbitration Code Applies**

In determining whether to compel a plaintiff's claims to arbitration, a court is limited under the Florida Arbitration Code, ("FAC") to three factors: (1) whether the arbitration provision is valid and binding; (2) whether the claims fall within the scope of the arbitration provision; and (3) whether the right to arbitration has been waived. *Shotts v. OP Winter Haven, Inc.*, 86 So. 3d 456, 464 (Fla. 2012). Under long-settled U.S. Supreme Court precedent, a court's analysis of these factors must be made in view of the strong policy favoring arbitration. *See Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 626 (1985); *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 23 (1991).

Here, the facts and circumstances clearly satisfy the elements required to compel Plaintiffs to arbitrate their claims under the Contract and Arbitration Provision, and thus, the Court should grant this motion and compel arbitration of Plaintiffs' claims.

#### **a. The Arbitration Provision is Valid and Binding.**

To determine whether the parties have entered into a valid written agreement to arbitrate, courts apply generally accepted state-law principles governing the formation of contracts. *Caley v. Gulfstream Aerospace Corp.*, 428 F. 3d 1359, 1367 (11th Cir. 2005). A party challenging an arbitration agreement bears the heavy burden of showing that it is unenforceable, and "doubts

concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself, or an allegation of waiver, delay, or a like defense to arbitrability.” See *Moses H. Cone Mem’l Hosp. v. Mercury Const. Corp.*, 460 U.S. 1, 24-25 (1983).

Here, the Contract, which contains the Arbitration Provision, is expressly governed by Florida law. See Exhibit A, at page 4. Therefore, Florida law applies to the Arbitration Provision. Additionally, Plaintiffs claims arise from and relate to the Contract, which is a contract in writing, executed by the parties, and that is in conformance with Florida law, and is there are no challenges or doubts as to the validity of the Contract containing the Arbitration Provision. Plaintiffs’ claims are therefore subject to arbitration.

**b. Plaintiff’s Claims are Within the Scope of the Arbitration Provision.**

Both the U.S. Supreme Court and Florida courts have explained that when a contract contains an arbitration clause, “there is a presumption of arbitrability in the sense that ‘[a]n order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute.’ Doubts should be resolved in favor of coverage.” *AT&T Techs., Inc v. Comms. Workers of Am.*, 475 U.S. 643, 650 (1986).

Here, the Arbitration Provision defines a “claim” to mean “any claim, dispute, or controversy between you (Plaintiffs) and us (Defendants) or our employees, agent, successors, assigns, or affiliates arising from or relating to:

1. The credit application;
2. The purchase of the Property;
3. The condition of the Property;

4. This Contract;
5. Any insurance, maintenance, service, or other contracts you purchased in connection with this Contract; or
6. Any related transaction, occurrence, or relationship.”

*See* Exhibit A, at page 4. The Arbitration provision further adds that this includes “any Claim based on common or constitutional law, contract, tort, statute, regulation, or other ground.” *See id.* Thus, the claims brought by Plaintiffs in this action regarding the odometer reading on the Subject Vehicle are all clearly covered by the scope of the broad Arbitration Provision in the Contract, since it relates to the condition of the “Property,” here being the Subject Vehicle, and/or the maintenance of the Subject Vehicle. *See* Exhibit B. The Federal Odometer Act, FDUPTA, fraud, warranty, and revocation claims brought both against the dealership and its owner in this case are all explicitly covered by the Arbitration Provision’s specific references to contract, tort, statute, regulation, or other ground.

**c. Defendants Have Not Waived Their Right to Arbitrate.**

This Motion represents Defendants’ first and only substantive Court filing in this matter. Defendants’ only other filing in this matter was a notice of appearance from undersigned counsel. In addition, Defendants have not served or received any written discovery or arrangement for depositions. In other words, Defendants have timely and expeditiously moved to compel Plaintiffs to arbitrate their claims, and Defendants have never evinced an intent inconsistent with the arbitration of her claims or “invoked the litigation machinery.” *S & H Contractors, Inc., v. A.J. Taft Coal Co., Inc.*, 906 F. 2d 1507, 1514 (11th Cir. 1990); *Krinsk v. SunTrust Banks, Inc.*, 654 F. 3d 1194, 1204 (11th Cir. 2011). Additionally, Plaintiffs will not suffer any prejudice by being compelled to arbitrate their claims, which they agreed to do by virtue of entering into the Contract

containing the Arbitration Provision. *See Citibank N.A. v. Stok & Assoc. P.A.*, 387 Fed. App'x 921, 924-25 (11th Cir. 2010). Thus, Defendants have not waived their right to demand arbitration on Plaintiffs' claims.

## **II. The Complaint Must Be Dismissed.**

Should the Court not compel arbitration despite the mandatory and enforceable arbitration provision provided in the complete Contract that Plaintiffs attached to the Complaint, then, in the alternative, the Complaint must be dismissed for deficiencies that fail to state a viable claim.

### **a. Incomplete Contract.**

The Plaintiffs' Complaint relies wholly on a retail installment sales contract, of which an allegedly "true and correct copy" of is attached to such Complaint. *See* Exhibit B at ¶20. However, the retail installment sales contract that was attached to the Complaint by Plaintiffs does not reflect the entirety of the terms of the actual "Retail Installment Sales Contract" which was executed between Plaintiffs and Defendants. *See* Exhibit A. Specifically, the contract that was offered by Plaintiffs in support of the entirety of their Complaint includes only two (2) of the six (6) pages that make up the actual Contract which was executed between Plaintiffs and Defendants. *See Exhibit A*. The complete Contract includes the Arbitration Provision which would bar the exact action that was filed and commenced by Plaintiffs. *See Exhibit A*

Accordingly, the allegations of breach erroneously raised by Plaintiffs are not supported by the Contract executed by Plaintiffs and Defendants (or any other enforceable agreement executed by the parties to this action), nor would any of Plaintiffs' allegations of breach of the supposed retail installment contract, or "RISC", as referenced in the Complaint, be supported by the application of the Plaintiffs' own facts to the letter of the Contract at issue. *See Exhibit A*.

Thus, Plaintiffs have failed to state a claim for breach of contract by suing on only the incomplete terms offered by Plaintiff from the Contract.

WHEREFORE, Defendants, X AUTO IMPORT AND EXPORT CORP., a Florida corporation and RAYAN DAZA, an individual, respectfully request that this Court issue an order compelling arbitration for the instant dispute, or, in the alternative, issue an order dismissing Plaintiffs' Complaint in its entirety, and grant any such further relief as the Court deems just and proper.

Dated this 28th day of September 2023.

Respectfully submitted,

EPGD ATTORNEYS AT LAW, P.A.  
*Attorneys for Defendants, X AUTO IMPORT  
AND EXPORT AND RAYAN DAZA*  
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BY: /s/ Oscar A. Gomez  
OSCAR A. GOMEZ ESQ.  
Florida Bar No.: 058680

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was furnished on this 28<sup>th</sup> day of September 2023, via the Florida Courts e-service portal to all counsel of record.

BY: /s/ Oscar A. Gomez  
OSCAR A. GOMEZ ESQ.  
Florida Bar No.: 058680

# Exhibit “A”

FL-103-ARB 10/31/2010

Retail Installment Contract and Security Agreement

Seller Name and Address	Buyer(s) Name(s) and Address(es)	Summary
X AUTO IMPORT AND EXPORT CORP 9937 NW 27th Ave Miami, FL 33147	Wearen James Henry.Jr 10765 SW 147th St MIAMI, FL 33176 Wiggins Moises Jermaine 10765 SW 147th St Miami, FL 33176 Buyers' Month of Birth November November	No. 1744 Date 2/21/2023

☐ Business, commercial or agricultural purpose Contract.

Documentary Stamp Tax. Florida documentary stamp tax required by law in the amount of \$ 39.55 has been paid or will be paid directly to the Florida Department of Revenue. Certificate of Registration No.

Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
26.00 %	\$ 6368.20	\$ 11300.00	\$ 17668.20	\$ 2000.00 \$ 19668.20

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
44	\$ 401.55	Monthly, Beginning 03/23/23

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you may have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2014	GMC	Acadia	SUV	1GKKRNE8EJ342700	90986
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo					

Description of Trade-In

N/A

Conditional Delivery

☐ Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies:

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 11300.00 plus finance charges accruing on the unpaid balance at the rate of 26.00 % per year from the date of this Contract until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

☐ Loan Processing Fee. You agree to pay a loan processing fee of \$ N/A that will be ☐ paid in cash. ☐ financed over the term of the Contract.

☒ Pre-delivery Service Fee. You agree to pay a pre-delivery service fee of \$ 695.00 that will be ☐ paid in cash. ☒ financed over the term of the Contract. This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

☐ Minimum Finance Charge. You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

Itemization of Amount Financed		
a. Price of Vehicle, etc. (incl. sales tax of \$ <u>807.65</u> )	\$	<u>11451.45</u>
b. Pre-delivery service fee	\$	<u>695.00</u>
c. Cash Price (a+b)	\$	<u>12146.45</u>
d. Trade-in allowance	\$	<u>N/A</u>
e. Less: Amount owing, paid to (includes m):	\$	<u>N/A</u>
f. Net trade-in (d-e; if negative, enter \$0 here and enter the amount on line m)	\$	<u>N/A</u>
g. Cash payment	\$	<u>2000.00</u>
h. Manufacturer's rebate	\$	<u>N/A</u>
i. Deferred down payment	\$	<u>N/A</u>
j. Other down payment (describe)	\$	<u>N/A</u>
k. Down Payment (f+g+h+i+j)	\$	<u>2000.00</u>
l. Unpaid balance of Cash Price (c-k)	\$	<u>10146.45</u>
m. Financed trade-in balance (see line f)	\$	<u>N/A</u>
n. Paid to public officials, including filing fees	\$	<u>120.00</u>
o. Insurance premiums paid to insurance company(ies) (See Insurance Disclosures section for coverage and benefits types.)	\$	<u>N/A</u>
p. Service Contract, paid to:	\$	<u>N/A</u>
q.	\$	<u>795.00</u>
r. Documentary Stamp Tax	\$	<u>39.55</u>
s. Electronic Filing Fee	\$	<u>199.00</u>
t.	\$	<u>N/A</u>
u.	\$	<u>N/A</u>
v.	\$	<u>N/A</u>
w.	\$	
x. Total Other Charges/Amts Paid (m thru w)	\$	<u>1153.55</u>
y. Prepaid Finance Charge	\$	<u>N/A</u>
z. Amount Financed (l+x-y)	\$	<u>11300.00</u>

We may retain or receive a portion of any amounts paid to others.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life  
☐ Single ☐ Joint ☐ None  
Premium \$ N/A Term N/A  
Insured \_\_\_\_\_

Credit Disability  
☐ Single ☐ Joint ☐ None  
Premium \$ N/A Term N/A  
Insured \_\_\_\_\_

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: \_\_\_\_\_ DOB \_\_\_\_\_

By: \_\_\_\_\_ DOB \_\_\_\_\_

By: \_\_\_\_\_ DOB \_\_\_\_\_

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for 0 months of coverage.

This premium is calculated as follows:  
☐ \$ N/A Deductible, Collision Cov. \$ N/A  
☐ \$ N/A Deductible, Comprehensive \$ N/A  
☐ Fire-Theft and Combined Additional Cov. \$ N/A  
☐ \_\_\_\_\_ \$ N/A

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS CHECKED AND INDICATED.

[This area intentionally left blank.]

☐ Single-Interest Insurance. You must purchase single-interest insurance. The coverage may be obtained from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for \_\_\_\_\_ of coverage. This insurance is solely for the interest of the Seller, its successors and assigns, and no protection exists for your benefit. You authorize us to purchase Single-Interest Insurance.

By: \_\_\_\_\_ Date 2/21/2023

By: \_\_\_\_\_ Date 2/21/2023

By: \_\_\_\_\_ Date \_\_\_\_\_

**Rejection of Arbitration**

Checking the following box will not affect the terms under which we will finance and sell the Property or any of the terms of this Contract, except that the arbitration provision will not be a part of this Contract:

☐ You reject the arbitration provision of this Contract.

[This area intentionally left blank.]

**Additional Protections**

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ Service Contract

Term \_\_\_\_\_  
Price \$ N/A  
Coverage \_\_\_\_\_

☒ Gap Waiver or Gap Coverage

Term \_\_\_\_\_  
Price \$ 795.00  
Coverage \_\_\_\_\_

☐ \_\_\_\_\_

Term \_\_\_\_\_  
Price \$ \_\_\_\_\_  
Coverage \_\_\_\_\_

James Weaner \_\_\_\_\_ Date 2/21/2023

By: \_\_\_\_\_ Date \_\_\_\_\_

Mona Wiggins \_\_\_\_\_ Date 2/21/2023

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

**Additional Terms of the Sales Agreement**

**Definitions.** "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections.

**Purchase of Property.** You agree to purchase the Property from us, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the Description of Property section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

**Deferment.** We may agree to defer the scheduled due date of all or any part of any installment payment, and will collect a \$15.00 fee for such deferment. You must maintain the insurance on the Property required by this Contract during any deferment period. You may extend any optional insurance you bought with this Contract if the insurance company or your insurance contract allows the extension and if you pay the extension charge. In addition to the \$15.00 deferment fee and the costs of extending required or optional insurance, you will also be required to pay additional finance charges as a result of exercising the deferment option.

**General Terms.** The Total Sale Price shown in the *Truth-In-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

**Prepayment.** You may prepay this Contract in full or in part at any time. We may impose an acquisition charge of \$75.00 for services performed in processing this Contract if it is paid in full within 6 months after the Contract's effective date. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

**Returned Payment Charge.** If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of 5% of the face amount of the instrument, or the fee specified in Fla. Stat. § 832.08 (5), whichever is greater. The fees provided for in Fla. Stat. § 832.08 (5) are: \$25.00, if the face value of the check does not exceed \$50.00; \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00; \$40.00 if the face value exceeds \$300.00.

**Governing Law and Interpretation.** This Contract is governed by the law of Florida and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

**Name and Location.** Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

**Telephone Monitoring and Calling.** From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

**Default.** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to perform any obligation that you have undertaken in this Contract.
- We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorneys' fees after default and referral to an attorney not a salaried employee of ours.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

**Remedies.** If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the post-maturity rate described in the *Payment* section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.

- Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

**Obligations Independent.** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**Warranty.** Warranty information is provided to you separately.

**Security Agreement**

**Security.** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**Duties Toward Property.** By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**Agreement to Provide Insurance.** You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance from any insurance provider that is reasonably acceptable to us. Your choice of an insurance provider will not affect the credit decision. We may impose reasonable requirements concerning the extent of coverage and the financial soundness of the insurance provider. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay

will be due immediately. This amount will earn finance charges from the date paid at the rate described in the *Payment* section until paid in full.

**Gap Waiver or Gap Coverage.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

**Arbitration Provision**

**Arbitration Provision. PLEASE READ CAREFULLY!** By agreeing to this arbitration provision you are giving up your right to go to court for claims and disputes arising from this Contract:

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION, AND NOT BY A COURT OR BY JURY TRIAL.
- YOU GIVE UP ANY RIGHT THAT YOU MAY HAVE TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION AGAINST US IF A DISPUTE IS ARBITRATED.
- IN ARBITRATION, DISCOVERY AND RIGHTS TO APPEAL ARE GENERALLY MORE LIMITED THAN IN A JUDICIAL PROCEEDING, AND OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE.

You or we (including any assignee) may elect to resolve any Claim by neutral, binding arbitration and not by a court action. "Claim" means any claim, dispute or controversy between you and us or our employees, agents, successors, assigns or affiliates arising from or relating to:

1. the credit application;
2. the purchase of the Property;
3. the condition of the Property;
4. this Contract;
5. any insurance, maintenance, service or other contracts you purchased in connection with this Contract; or
6. any related transaction, occurrence or relationship.

This includes any Claim based on common or constitutional law, contract, tort, statute, regulation, or other ground. To the extent allowed by law, the validity, scope, and interpretation of this arbitration provision are to be decided by neutral, binding arbitration.

If either party elects to resolve a Claim through arbitration, you and we agree that no trial by jury or other judicial proceeding will take place. Rather, the Claim will be arbitrated on an individual basis, and not on a class or representative basis.

The party electing arbitration may choose any of the following arbitration organizations and its applicable rules, provided it is willing and able to handle the arbitration: American Arbitration Association, 1633 Broadway, Floor 10, New York, NY 10019 ([www.adr.org](http://www.adr.org)); JAMS, 1920 Main Street, Suite 300, Irvine CA 92614 ([www.jamsadr.com](http://www.jamsadr.com)); or National Arbitration and Mediation (NAM), 990 Stewart Ave., Garden City, NY 11530 ([www.namadr.com](http://www.namadr.com)). You may get a copy of the applicable rules of these organizations by contacting them or visiting their websites. If the chosen arbitration organization's rules conflict with this arbitration provision, then the terms of this arbitration provision will govern the Claim. If none of these arbitration organizations is willing or able to handle the arbitration, the arbitrator can be selected pursuant to 9 U.S.C. Sections 5 and 6.

The arbitration hearing will be carried out in the federal district where you reside, unless you and we otherwise agree. Or, if you and we consent, the arbitration hearing can be by telephone. In connection with any arbitration, if you so request, we shall advance your filing, administration, service or case management fee, and your arbitrator or hearing fee, up to a total of \$2,500.00. Unless the arbitrator awards them to a party, each party is responsible for the fees of its attorneys, experts, witnesses, and any other fees or costs, including any amount we have advanced.

An arbitrator must be a lawyer with at least ten (10) years experience and familiar with consumer credit law or a retired state or federal court judge. Except as provided below, the arbitration will be by a single arbitrator. In making an award, an arbitrator shall follow governing substantive law and any applicable statute of limitations. The arbitrator will decide any dispute regarding the arbitrability of a Claim. An arbitrator has the authority to order specific performance, compensatory damages, punitive damages, and any other relief allowed by applicable law. An arbitrator's authority to make awards is limited to awards to you or us alone. Furthermore, Claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Any arbitration award shall be in writing, shall include a written reasoned opinion, and will be final and binding subject only to any right to appeal under the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1, et seq., except that (i) if a single arbitrator awards you less than \$5,000 you shall be entitled, upon request made within 20 days after the entry of that award, to have the award set aside and the Claim rearbitrated by a panel of three arbitrators, and (ii) if the single arbitrator awards you more than \$100,000 we shall be entitled, upon request made within 20 days after the entry of that award, to have the award set aside and the Claim rearbitrated by a panel of three arbitrators. The party requesting such rearbitration will be required to pay the filing, administration, service or case management fee and the arbitrators and hearing fee, subject to final determination by the arbitration panel. Any court having jurisdiction can enforce a final arbitration award.

You or we can do the following without giving up the right to require arbitration:

- Seek remedies in small claims court for Claims within the small claims court's jurisdiction, or
- Seek judicial provisional remedies.

If a party does not exercise the right to elect arbitration in connection with any particular Claim, that party still can require arbitration in connection with any other Claim.

This arbitration provision survives any (i) termination, payoff, assignment or transfer of this Contract, (ii) any legal proceeding by you or us to collect a debt owed by the other, and (iii) any bankruptcy proceeding in which you or we are the debtor. With but one exception, if any part of this arbitration provision is deemed or found to be unenforceable for any reason, the remainder of this arbitration provision will remain in full force and effect. The one exception is that, if a finding of partial unenforceability would allow arbitration to proceed on a class-wide basis then this arbitration provision will be unenforceable in its entirety.

You and we expressly agree that this arbitration provision is governed by the FAA to the exclusion of any different or inconsistent state or local law.

By signing this Contract you are agreeing to the terms of this arbitration provision, unless you reject it as provided in the next paragraph.

**Caution:** It is important that you read this arbitration provision thoroughly before you sign this Contract. By signing this Contract, you are acknowledging that you have read and understand this arbitration provision. If you do not understand something in this arbitration provision, do not sign this Contract; instead ask your lawyer. You can reject this arbitration provision by checking the box in the *Rejection of Arbitration* section of this Contract before you sign this Contract. If you do so, this arbitration provision will not be a part of this Contract, but all the rest of this Contract will continue to be binding and effective.

**Notices**

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Si compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

[This area intentionally left blank.]

Third Party Agreement

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

N/A

By: Date

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Arbitration. This Contract contains an Arbitration Provision that affects your rights.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

By: Wearen James Henry.Jr 2/21/2023

By: Wiggins Moises Jermaine 2/21/2023

By: Wiggins Moises Jermaine 2/21/2023

By: Date

By: Date

By: Date

Notice to the Buyer. a. Do not sign this Contract before you read it or if it contains any blank spaces. b. You are entitled to an exact copy of the Contract you sign. Keep it to protect your legal rights.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

[This area intentionally left blank.]

Buyer

By: Wearen James Henry.Jr 2/21/2023

By: Wiggins Moises Jermaine 2/21/2023

By: Date

Seller 2/21/2023

By: X AUTO IMPORT AND EXPORT C Date

Assignment. This Contract and Security Agreement is assigned to CFS OF SOUTH FLORIDA 7980 Pine Blvd PEMBROKE PINES FL 33024 , the Assignee, phone (954) 989-1818 . This assignment is made under the terms of a separate agreement made between the Seller and Assignee. ☐ This Assignment is made with recourse. Seller X AUTO IMPORT AND EXPORT CORP 2/21/2023

# Exhibit “B”

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:23-cv-23223

JAMES WEAREN and  
MOSES WIGGINS,  
Individuals,

Plaintiffs,

vs.

X AUTO IMPORT AND EXPORT CORP.,  
a Florida Corporation, and  
RAYAN DAZA, an individual,  
CFS OF SOUTH FLORIDA, L.L.C., A  
Florida Limited Liability Company,

Defendants.

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**COMPLAINT FOR DAMAGES AND INCIDENTAL RELIEF**

Plaintiffs, JAMES WEAREN and MOSES WIGGINS, each an individual, sue Defendants, X AUTO IMPORT AND EXPORT CORP., a Florida Corporation, RAYAN DAZA, an individual, and CFS OF SOUTH FLORIDA, L.L.C., a Florida limited liability company, and allege:

***Jurisdiction and Venue***

1. This Court has jurisdiction under the Federal Odometer Act, 49 U.S.C. §32710 and 28 U.S.C. §§1331 and 1337, and has supplemental jurisdiction over state claims under 28 U.S.C. §1367.

2. Venue is proper in Miami-Dade County as X AUTO IMPORT AND EXPORT CORP is a legal entity incorporated under the laws of Florida whose principal business location was or is in Miami-Dade County, Florida, and as the vehicle sale upon which these claims are based occurred in Miami-Dade County, Florida.

## **GENERAL ALLEGATIONS**

### ***SYNOPSIS OF PROCEEDING***

3. The instant action involves claims under the Federal Odometer Act, 49 U.S.C. §32701 (“**Odometer Act**”), which prohibits the disconnection, resetting or alteration of odometers with the intent to change the number of miles indicated thereon.

4. Odometer tampering is a significant criminal and consumer fraud issue in the United States. According to the National Highway Traffic Safety Administration (“**NHTSA**”), over 450,000 vehicles sold each year have false odometer readings, causing over One Billion Dollars (\$1,000,000,000.00) of loss to American car buyers.

5. In South Florida, automobile dealerships are routinely rolling back the odometers of vehicles in order to purloin profit. In many instances, dealerships focus on rolling back the odometers of so-called “working people” cars — such as vehicles manufactured by Nissan, GMC and Ford.

### ***ALLEGATIONS AS TO PARTIES***

6. At all times material hereto, Plaintiffs, JAMES WEAREN and MOSES WIGGINS (“**Mr. Wearen** and **Mr. Wiggins**”), were *sui juris* and residents of Miami-Dade County, Florida.

7. At all times material hereto, Defendant, X AUTO IMPORT AND EXPORT CORP. (“**X AUTO**” or “**Dealership**”) was a Florida Corporation, doing business at 9937 NW 27th Ave, Miami, FL 33147.

8. At all times material hereto, the Dealership was a “dealer” as said term is defined under 49 U.S.C. §32702(2) and Florida Statute §320.77(1)(a) and a “transferor” as said term is defined under 49 C.F.R. §590.3.

9. At all times material hereto, Defendant, RAYAN DAZA (“**Mr. Daza**”), was *sui juris* and a resident of Broward County, Florida.

10. At all times material hereto, Mr. Daza was the president, manager and control person of Dealership, and maintained complete authority and control over Dealership to the extent that dealership was the alter ego and mere instrumentality of Mr. Daza.

11. As detailed below, Mr. Daza either directly participated in the wrongful conduct described below or alternatively ratified such activity upon being informed of same.

12. At all times material hereto, Defendant, CFS OF SOUTH FLORIDA, L.L.C. (“**Holder**”), was a Florida limited liability company authorized to do business in Florida as a lender and a "sales finance company" as defined in Fla. Stat. § 520.02(19) and is a “holder” of a "retail installment contract" as defined in Fla. Stat. § 520.02(8).

13. At all times material hereto, X AUTO was a “dealer” as said term is defined under Florida Statute §320.77(1)(a).

14. At all times material hereto, the Dealership was in the business of selling and financing used motor vehicles to the public-at-large in Miami-Dade County, Florida.

***FACTUAL ALLEGATIONS***

15. On or about February 21st, 2023, Mr. Wearen and Mr. Wiggins visited the place of business of the Dealership for the purpose of selecting a used motor vehicle to be used for personal, family and household purposes.

16. After brief negotiations, Mr. Wearen and Mr. Wiggins selected a used 2014 GMC Subject Vehicle, VIN ending in 342700 (“**Subject Vehicle**”).

17. At the time Mr. Wearen and Mr. Wiggins selected the Subject Vehicle, Defendants both in writing and orally represented to Mr. Wearen and Mr. Wiggins that the odometer reading

for the Subject Vehicle was 90,986 miles (“**Mileage Representation**”).

18. As finances were tight, the Plaintiffs’ decision to purchase the Vehicle was made in reliance of the Mileage Representation given that lower mileage vehicles tend to need less maintenance than higher mileage vehicles.

19. In the belief that they had purchased reliable transportation at a reasonable value, Mr. Wearen and Mr. Wiggins executed and delivered to Defendants a document entitled “Retail Installment Sales Contract” (“**RISC**”).

20. A true and correct copy of the RISC (with redacted personal information of Mr. Wearen and Mr. Wiggins) is attached hereto and incorporated herein by reference as Exhibit “A”.

21. Pursuant to the RISC, Mr. Wearen and Mr. Wiggins agreed to pay the sum of Eleven Thousand Four Hundred Fifty-One and 45/100ths Dollars (\$11,451.45), as and for the purchase price for the Subject Vehicle.

22. Dealer assigned the RISC to Holder on an unknown date and for unknown consideration.

### ***Discovery of Mileage Rollback***

23. Upon conclusion of the transaction to purchase the Subject Vehicle, Mr. Wearen and Mr. Wiggins left the Dealership with the Subject Vehicle in the belief that they acquired reliable transportation for their personal and household purposes.

24. However, shortly after purchasing the Subject Vehicle, Mr. Wearen and Mr. Wiggins became concerned with the vehicle’s mileage as it became apparent that it did not reflect the mechanical condition of a vehicle with 90,986 miles.

25. Concerned with the poor mechanical condition of the Subject Vehicle, Mr. Wearen and Mr. Wiggins obtained a history report for the Subject Vehicle and subsequently learned that the

Subject Vehicle had substantially greater mileage than that which was represented to Mr. Wearen and Mr. Wiggins by Dealership.

26. As part of their due diligence in the preparation of the instant claim, Mr. Wearen and Mr. Wiggins, through counsel, obtained a copy of the title history (“**Title History**”) for the Subject Vehicle from the State of Florida, Department of Highway Safety and Motor Vehicles (“**DMV**”), including Certificate of Title No. 132537478 with an issue date of October 22, 2018 (“**Transfer Title**”).

27. True and correct copies of the Title History and Transfer Title are attached hereto as Exhibits “B” and “C”, respectively.

28. According to the Title History for the Subject Vehicle, the Dealership acquired the Subject Vehicle on February 28, 2022 from “THE AUTO WAREHOUSE.” At the time of the acquisition of the Subject Vehicle by the Dealership, the odometer reading for the Subject Vehicle was in excess of 190,000 miles. The relevant portion of the transfer title is transposed below for ease of reference.

29. The transfer of the title from The Auto Warehouse to Dealership was executed by Mr. Daza.

SECOND REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No.: 7157	Selling Dealer's Name: The Auto Warehouse	Tax No.:	Tax Collected: R/S
	Selling Dealer's Address: 3632 W Cicero Ave Chicago IL 60641	Date Sold: 1/28/22		
	Purchaser's Name(s): X Auto Imports & Export DBA X Auto Sales	Address: 9937 NW 27 Ave Miami FL 33147		
	I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS 190,000 (NO TENTHS) MILES, DATE READ 1/28/22, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:			
	CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input checked="" type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY			
	Purchaser Must Sign Here: (Signature) (9/1)	Co-Purchaser Must Sign Here:		
	Print Here: KAVAN DAZA	Print Here:		
	Seller/Agent Must Sign Here: Michelle Frederick Off	Auction Name (When Applicable):		
Print Here: Michelle Frederick Agt	Auction License Number:			

30. In reviewing the Title History for the Subject Vehicle, Mr. Wearen and Mr. Wiggins

learned for the first time that the Dealership submitted to the DMV a title reassignment on the Transfer Title (“**Title Application**”) with respect to the transfer of the Subject Vehicle from the Dealership to Mr. Wearen and Mr. Wiggins. *Id.*

31. The relevant portion of the reassignment is transposed below.

Selling Dealer's License No.: 11-1128082-1		Selling Dealer's Name: <del>Auto Sales</del> <b>Auto Import &amp; Export</b>		Tax No.: 258410433		Tax Collected: 806.65	
Selling Dealer's Address: 7937 NW 27 Ave Miami FL 33147		Date Sold: 2/21/23					
Purchaser's Name(s): WEAREN, JAMES HENRY JR & WIGGINS, MOISES J.		Address: 10765 SW 147th Miami, FL 33176					
I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <input type="text" value="99000"/> <input type="text" value="000"/> <input type="text" value="XX"/> (NO TENTHS) MILES. DATE READ <u>2/21/23</u> AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:							
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input checked="" type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY							
Purchaser Must Sign Here: <u>James H. Wearen Jr.</u>				Co-Purchaser Must Sign Here: <u>Moises Wiggins</u>			
Print Here: <u>JAMES HENRY WEAREN JR</u>				Print Here: <u>MOISES VERMINE WIGGINS</u>			
Seller/Agent Must Sign Here: <u>Ryan Daza</u>				Auction Name (When Applicable):			
Print Here: <u>RYAN DAZA</u>				Auction License Number:			

32. As is evident from the sudden decrease in the mileage between the two transfers, the odometer for the Subject Vehicle was rolled back over 99,000 miles after the purchase of the Subject Vehicle by Dealership and immediately prior to its sale to Mr. Wearen and Mr. Wiggins.

33. As before, the title was signed by Ryan Daza, on behalf of the Dealership.

34. The reassignment appears to have been signed by Mr. Wearen and Mr. Wiggins.

35. Pursuant to the reassignment, the Dealership was required to provide an odometer declaration in the following form (“**Odometer Declaration**”):

Selling Dealer's License No.:		Selling Dealer's Name:		Tax No.:		Tax Collected:	
Selling Dealer's Address:		Date Sold:					
Purchaser's Name(s):		Address:					
I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <input type="text"/> <input type="text"/> <input type="text"/> (NO TENTHS) MILES. DATE READ <input type="text"/> AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:							
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY							
Purchaser Must Sign Here:				Co-Purchaser Must Sign Here:			
Print Here:				Print Here:			
Seller/Agent Must Sign Here:				Auction Name (When Applicable):			
Print Here:				Auction License Number:			

36. When completing the Odometer Declaration for the Title Application, the Dealership

inserted into the Odometer Declaration that the mileage reading was “90,986”. *Id.*

37. Upon information and belief, Mr. Daza, on behalf of the Dealership, inserted the “X” into the selection that indicated that mileage disclosed did not reflect the actual mileage in the Odometer Declaration in order to be able to feign compliance with the requirements of the federal and state odometer acts in the event the DMV or Mr. Wearen and Mr. Wiggins discovered the actual mileage and misconduct of the duo at a later time.

38. Upon good information and belief, tampering with odometers and the sale of vehicles with tampered odometers is a regular business practice of the Dealership and Mr. Daza.

39. All conditions precedent to instituting this action have occurred or have otherwise been waived.

40. Mr. Wearen and Mr. Wiggins have retained the undersigned law firm and have obligated themselves to pay a reasonable fee for its services.

#### ***Finance Company Liability***

41. In compliance with the FTC Holder Rule, the RISC at issue in the instant proceeding bears the following conspicuous language:

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

42. Florida Statue § 516.31(2), known more commonly as the "Florida Holder Rule," provides in pertinent part the following:

(2) Restriction on Certain Negotiable Instruments and Installment Contracts - A holder or assignee of any negotiable instrument or installment contract, other than a currently dated check, which

originated from the purchase concerning consumer goods or services is subject to all claims or defenses of the consumer debtor against the seller of those consumer goods or services. A person's liability under this section may not exceed the amount owing to the person when that claim or defense is asserted against the person.

43. Accordingly, pursuant to Florida Holder Rule, Holder, as a holder or assignee of any negotiable instrument subject to the requirements of Florida Statutes Chapter 516, is subject to all claims and defenses of the consumer debtor against the seller of those consumer goods or services, to-wit, the Dealership.

44. Specifically, Plaintiffs seek restitution of all installment payments made in furtherance of the RISC, rescission of the transaction in full and damages up to and including the present balance of indebtedness under the RISC.

45. Plaintiffs aver that their claim is so large that it exceeds the remainder of any debt owed to Holder under the RISC.

46. All conditions precedent to bringing this action have occurred, have been performed, or have been waived.

**COUNT I**  
**ACTION FOR VIOLATION OF THE FEDERAL ODOMETER ACT**  
**(All Defendants)**

47. This is an action for violation of the Federal Odometer Act, also known as the “Federal Motor Vehicle Information and Cost Savings Act,” 49 U.S.C. §32710, et seq. (“**Odometer Act**” or “**Act**”), and the regulations promulgated thereunder. Specifically, this is a claim based on odometer tampering.

48. Mr. Wearen and Mr. Wiggins reallege and reaffirm the allegations contained in Paragraphs 1 through 46 above as if set forth hereat in full.

49. At all times material hereto, Dealership was a “dealer” as said term is defined under

49 U.S.C. §32702(2).

50. Pursuant to 49 U.S.C. §32703, a person may not *inter alia*:

- disconnect, reset, alter or have disconnected, reset, or altered, an odometer of a motor vehicle intending to change the mileage registered by the odometer;
- with intent to defraud, operate a motor vehicle on a street, road or highway if the person knows that the odometer of the vehicle is disconnected or not operating; or,
- conspire to violate 49 U.S.C. §32703, §32704 or §32705 of the Act.

51. Pursuant to 49 U.S.C. §32704, a person may service, repair or replace the odometer of a motor vehicle if the mileage registered by the odometer remains the same as before the service, repair or replacement. If the mileage registered cannot remain the same -

- (1) a person shall adjust the odometer to read zero; and,
- (2) the owner of the vehicle or agent of the owner shall attach written notice to the left door frame of the vehicle specifying the mileage before the service, repair or replacement and the date of service of service, repair or replacement.

52. By information and belief, the odometer of the Subject Vehicle was either tampered with or was replaced by Mr. Daza on the Dealership's behalf while in the Dealership's exclusive care, custody and control without compliance under the Act.

53. Pursuant to 49 U.S.C. §32705, a motor vehicle the ownership of which is transferred may not be licensed for use in the state unless the transferee, in submitting an application to the state upon which the license will be issued, includes with the application the transferor's title and, if that title contains a blank space, must disclose the mileage at the time of a future transfer, a statement, signed and dated by the transferor under the Odometer Act.

54. Mr. Daza conspired with the Dealership to violate the Act with intent to defraud.

55. As a direct and proximate result of the above-described actions, Dealership and Mr.

Daza each violated the Act with the intent to defraud.

56. As a result of the violation of the Act, Dealership and Mr. Daza are liable to Mr. Wearen and Mr. Wiggins in an amount equal to three times actual damages or \$10,000.00, whichever is greater, plus attorney's fees and costs pursuant to 49 U.S.C. §32710.

57. Mr. Wearen and Mr. Wiggins have retained the undersigned attorney and are obligated to pay said attorney a reasonable fee for his services.

WHEREFORE, Plaintiffs, JAMES WEAREN and MOSES WIGGINS, each an individual, demand judgment against Defendants, X AUTO IMPORT AND EXPORT CORP., a Florida corporation, RAYAN DAZA, an individual, and CFS OF SOUTH FLORIDA, L.L.C., a Florida Limited Liability Company, jointly and severally, for statutory and actual damages, together with attorney's fees and costs pursuant to 49 U.S.C. §32710.

**COUNT II**  
**ACTION FOR VIOLATION OF THE**  
**FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**  
**(As to Dealership and Holder)**

58. This is an action for violation of Florida Statute §501.201, *et sequi*, known more commonly as the "Florida Deceptive and Unfair Trade Practices Act" (the "**DUTPA**").

59. Mr. Wearen and Mr. Wiggins reallege and reaffirm the allegations contained in Paragraphs 1 through 46 above as if set forth hereat in full.

***General Allegations as to DUTPA***

60. At all times material hereto, Mr. Wearen and Mr. Wiggins were each an "interested party or person" as said term is defined under Florida Statute §501.203(6).

61. By virtue of the acts described above, Dealership was engaged in "trade or

commerce” as said term is defined under Florida Statute §501.203(8).

***Violation the Florida Motor Vehicle Dealer License Act***

62. During the course of the sale and financing of the Subject Vehicle, Defendants violated the requirements of Florida Statutes Chapter 320, known more commonly as the “Florida Motor Vehicle Licenses Act,” in the following respects:

- A. By misrepresenting or making false, deceptive or misleading statements with regard to the sale of the Subject Vehicle in violation of Florida Statute §320.27(b)3; and
- B. By perpetrating any fraud upon Mr. Wearen and Mr. Wiggins in connection with the sale of the Subject Vehicle in violation of Florida Statute §320.27(9)(b)13.

63. The violation of the Florida Motor Vehicle Dealer License Act is a *per se* violation of the DUTPA pursuant to Florida Statute §501.211(3)(c).

***Violation of DUTPA as to Vehicle***

64. At all times material hereto, Mr. Wearen and Mr. Wiggins were “customers” as said term is defined under FDUTPA.

65. At all times material hereto, Dealership was a “dealer” as said term is defined under FDUTPA.

66. At all times material hereto, the Subject Vehicle was a “vehicle” as defined under FDUTPA.

67. X Autos and Mr. Daza conspired to commit odometer tampering and did so tamper with the Subject Vehicle’s odometer, in contravention of Florida Statute §501.976(12).

68. As more particularly described above, Dealership engaged in unfair methods of competition, unconscionable acts or practices, and unfair and deceptive acts or practices in the conduct of trade or commerce in violation of Florida Statute §501.204 (1).

69. Pursuant to Florida Statute §501.211, Mr. Wearen and Mr. Wiggins are entitled to obtain a declaratory judgment that the acts and practices of the Dealership under the DUTPA and to enjoin it from further violations of the DUTPA.

70. It is in the interest of protection of consumers that the Dealership be prohibited and proscribed from further violations of the DUTPA as described above.

71. As a direct and proximate result of the violation of the DUTPA, Mr. Wearen and Mr. Wiggins have been damaged and are aggrieved persons.

72. Mr. Wearen and Mr. Wiggins have retained the undersigned law office to represent their interest herein and are obligated to pay said law office a reasonable fee for its services.

WHEREFORE, Plaintiffs, JAMES WEAREN and MOSES WIGGINS, each an individual, demand judgment against Defendants, X AUTO IMPORT AND EXPORT CORP., a Florida corporation, and CFS OF SOUTH FLORIDA, L.L.C., a Florida Limited Liability Company, jointly and severally, for:

- A. Compensatory damages;
- B. Declaratory relief against Dealership adjudicating that the actions of

Defendants described above constitute violations of the DUTPA;

C. Injunctive relief against Dealership proscribing it from further violations of the DUTPA as described herein; and

D. Attorney's fees and court costs pursuant to Florida Statute §501.2105.

**COUNT III**  
**VIOLATIONS OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**  
**(As to Mr. Daza)**

73. This is an action for violation of the DUTPA.

74. Plaintiffs adopt and reallege the allegations contained in Paragraphs 1-72, as if fully set forth herein.

75. Once a corporation's liability for violations of FDUTPA is established, individual Defendants may be liable for (1) injunctive relief for the corporate Defendant's practices if the individual defendant participated directly in the practices or acts or had authority to control them, and (2) monetary relief if the individual also had some knowledge of the practices.

76. Authority to control the company can be evidenced by active involvement in business affairs and the making of corporate policy, including assuming the duties of a corporate officer. *FTC v Amy Travel Service, Inc.*, 875 F. 2d 564, 573 (7th Cir. 1989) (citation omitted).

77. Intent to defraud is not a necessary element for individual liability under FDUTPA. *Windward Mktg., Inc.*, 1997 WL 33642380, at 13 (N.D. Ga. Sept. 30, 1997) (quoting *FTC v. Jordan Ashley, Inc.*, No. 93-2257, 1994 WL 200775, at 3 (S.D. Fla. Apr. 5, 1994)).

78. Rather, "[a]wareness of fraudulent practices and failure to act within one's authority to control such practices is sufficient to establish liability." *Id.* (quoting *FTC v. Atlantex Assocs.*, No. 87-45, 1987 WL 20384, at 11 (S.D. Fla. Nov. 25, 1987), *affd.*, 872 F. 2d 966 (11th Cir.1989)).

79. As is evident from the title documents referenced, *supra*, Defendant, Mr. Daza actively participated in Dealership's acts and practices.

80. Further, Defendant Mr. Daza, had knowledge and/or awareness of Dealership's acts and practices.

81. Accordingly, Defendant, Mr. Daza is jointly and severally liable for Dealership's FDUTPA violations.

WHEREFORE, Plaintiffs, JAMES WEAREN and MOSES WIGGINS, each an individual, demand judgment for injunction, damages, prejudgment and post-judgment interest, costs and attorney's fees against Defendant, RAYAN DAZA and such other relief the Court deems just and proper.

**COUNT IV**  
**ACTION FOR FRAUD**  
**(As to Dealership and Holder)**

82. This is an action for common law fraud.

83. Mr. Wearen and Mr. Wiggins reallege and reaffirm the allegations contained in Paragraph 1 through 46 above as if set forth hereat in full.

84. As more fully described above, Dealership misrepresented material facts concerning the sale of the Subject Vehicle to Mr. Wearen and Mr. Wiggins at the time of the sale of the Vehicle, to wit: the Mileage Representation.

85. Dealership knew that the representations set forth above were false or made such representations recklessly, and Dealership had no reasonable grounds for believing those representations to be true.

86. Dealership knew that the above representations and omissions concerning the purchase of the Subject Vehicle were material and important.

87. Dealership intended to deceive Mr. Wearen and Mr. Wiggins, who relied upon the misrepresentations and omission to their detriment.

88. As a direct and proximate result of the misrepresentations and non-disclosures by Dealership, the actual and economic damages of Mr. Wearen and Mr. Wiggins include but are not limited the diminution in value of the Subject Vehicle as a result of it having an inaccurate odometer as well as increased maintenance costs associated with a vehicle of higher mileage.

WHEREFORE, Plaintiffs, JAMES WEAREN and MOSES WIGGINS, each an individual, demand judgment against Defendants, X AUTO IMPORT AND EXPORT CORP., a Florida corporation, and CFS OF SOUTH FLORIDA, L.L.C., a Florida Limited Liability Company, jointly and severally, together with interest and costs.

**COUNT V**  
**ACTION FOR FRAUDULENT INDUCEMENT**  
**(As to Dealership and Holder)**

89. This is a claim for common law fraudulent inducement.

90. Mr. Wearen and Mr. Wiggins reallege and reaffirm the allegations contained in Paragraph 1 through 46 above as if set forth hereat in full.

91. As more particularly described above, Dealership induced Mr. Wearen and Mr. Wiggins into signing the RISC and consummating the transaction for the sale of the Subject Vehicle by knowingly making misrepresentations of material fact and omitting material facts with the intent that Mr. Wearen and Mr. Wiggins rely on them to their detriment.

92. Dealership's misrepresentations of material fact and omissions of material fact were made and omitted with the intent that Mr. Wearen and Mr. Wiggins rely on them, or be deceived by them to their detriment.

93. Mr. Wearen and Mr. Wiggins justifiably relied upon the misrepresentations to their detriment and further, had Mr. Wearen and Mr. Wiggins been advised of the truth, Mr. Wearen and Mr. Wiggins would not have entered into the RISC.

94. As a result of the fraud and deceit by Dealership, the actual and economic damages of Mr. Wearen and Mr. Wiggins include but are not limited to the diminution in value of the Subject Vehicle as a result of it having an inaccurate odometer and increased maintenance costs associated with a vehicle of higher mileage.

WHEREFORE, Plaintiffs, JAMES WEAREN and MOSES WIGGINS, each an individual, demand judgment against Defendants, X AUTO IMPORT AND EXPORT CORP., a Florida corporation, and CFS OF SOUTH FLORIDA, L.L.C., a Florida Limited Liability Company, together with interest and costs.

**COUNT VI**  
**ACTION FOR BREACH OF EXPRESS WARRANTY**  
**(As to Dealership and Holder)**

95. Mr. Wearen and Mr. Wiggins reallege and reaffirm the allegations contained in Paragraph 1 through 46 above as if set forth hereat in full.

96. From the various statements by Dealership, including the Mileage Representation, Dealership made an express warranty pursuant to Section 2-313 of the Uniform Commercial Code (“UCC”) by both affirmation of fact or promise and by description of goods (“**Express Mileage Warranty**”).

97. As evidenced by the title records and other evidence, Dealership has breached the Express Mileage Warranty.

98. As a direct and proximate result of the breach of the Express Mileage Warranty, Mr.

Wearen and Mr. Wiggins have been damaged.

99. The damages of Mr. Wearen and Mr. Wiggins include but are not necessarily limited to the diminution in value of the Subject Vehicle as a result of it having an inaccurate odometer and increased maintenance costs associated with a vehicle of higher mileage.

WHEREFORE, Plaintiffs, JAMES WEAREN and MOSES WIGGINS, each an individual, demand judgment against Defendants, X AUTO IMPORT AND EXPORT CORP., a Florida corporation, and CFS OF SOUTH FLORIDA, L.L.C., a Florida Limited Liability Company, jointly and severally, together with interest and costs.

**COUNT VII**  
**ACTION FOR REVOCATION OF ACCEPTANCE**  
**(Dealership and Holder)**

100. This is a claim for revocation of acceptance.

101. Plaintiffs reaffirm and reallege the allegations contained in Paragraphs 1 through 46 above as if set forth hereat in full.

102. Plaintiffs accepted the Vehicle without discovering the above-described mileage tampering because Plaintiffs were reasonably induced to accept the Vehicle based on Dealer's misrepresentations and the difficulty of discovering the above facts.

103. Dealer refused and continues to refuse to correct the nonconformities present in the subject vehicle.

104. The nonconformities substantially impair the value of the Subject Vehicle.

105. Plaintiffs notified Dealer, verbally and in writing, that Plaintiffs were revoking acceptance.

106. Despite receipt of Plaintiffs' notices, Dealer failed to resolve Plaintiffs' dispute.

WHEREFORE, Plaintiffs, JAMES WEAREN and MOSES WIGGINS, each an individual, demand judgment against Defendants, X AUTO IMPORT AND EXPORT CORP., a Florida corporation, and CFS OF SOUTH FLORIDA, L.L.C., a Florida Limited Liability Company, jointly and severally, for the following:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. A refund of the entire purchase amount paid by Plaintiffs for the subject vehicle;
- C. Consequential, incidental and actual damages;
- D. Costs, interest and attorneys' fees pursuant to 15 U.S.C. §2310(d)(2); and,
- E. Such other relief this Court deems appropriate.

***DEMAND FOR JURY TRIAL***

Plaintiffs, JAMES WEAREN and MOSES WIGGINS, each an individual, pursuant to Rule 38(b), Federal Rule of Civil Procedure, hereby demand a trial by jury of all issues so triable.

Respectfully Submitted,

/s/ Joshua Feygin

**Joshua Feygin, Esq.**

FLORIDA BAR NO: 124685

Email: Josh@Sueyourdealer.com

**SUE YOUR DEALER – A LAW FIRM**

1930 Harrison Street Suite 208 F

Hollywood, FL 33020

Telephone: (954) 228-5674

Facsimile: (954) 697-0357

*Counsel for the Plaintiff*

# EXHIBIT A

## Retail Installment Contract and Security Agreement

Seller Name and Address

X AUTO IMPORT AND EXPORT  
CORP  
9937 NW 27th Ave  
Miami, FL 33147

Buyer(s) Name(s) and Address(es)

Wearen James Henry, Jr  
[REDACTED]  
Wiggins Moises Jermaine  
[REDACTED]

Summary

No.

Date

2/21

☐ Business, commercial or agricultural purpose Contract.

Buyers' Month of Birth November November

Documentary Stamp Tax. Florida documentary stamp tax required by law in the amount of \$ 39.55 has been paid or will be paid directly to the Florida Department of Revenue. Certificate of Registration No. \_\_\_\_\_

## Truth-In-Lending Disclosure

## Annual Percentage Rate

The cost of your credit as a yearly rate.

26.00 %

## Finance Charge

The dollar amount the credit will cost you.

\$ 6368.20

## Amount Financed

The amount of credit provided to you or on your behalf.

\$ 11300.00

## Total of Payments

The amount you will have paid when you have made all scheduled payments.

\$ 17668.20

## Total Sale Price

The total cost of your purchase on credit, including your down payment of

\$ 2000.00

\$ 19668.20

Payment Schedule. Your payment schedule is:

No. of Payments

Amount of Payments

When Payments are Due

44

\$ 401.55

Monthly, Beginning 03/23/23

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you may have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

## Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2014	GMC	Acadia	SUV	[REDACTED] 2700	90986

☐ New☒ Used☐ Demo

Other:

## Description of Trade-In

N/A

## Conditional Delivery

☐ Conditional Delivery. If checked, you agree that the following agreement regarding

uring financing ("Agreement") applies:

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract apply.

## Sales Agreement

Payment. You promise to pay us the principal amount of

\$ 11300.00 plus finance charges accruing on the unpaid

balance at the rate of 26.00 % per year from the date of this Contract until

paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

Loan Processing Fee. You agree to pay a loan processing fee of

N/A that will be ☐ paid in cash. ☐ financed over the term of the Contract.

☒ Pre-delivery Service Fee. You agree to pay a pre-delivery service fee of

\$ 695.00 that will be ☐ paid in cash. ☒ financed over the term of the Contract. This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

☐ Minimum Finance Charge. You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

### Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. sales tax of \$ <u>807.65</u> )	\$ <u>11451.45</u>
b. Pre-delivery service fee	\$ <u>695.00</u>
c. Cash Price (a+b)	\$ <u>12146.45</u>
d. Trade-in allowance	\$ <u>N/A</u>
e. Less: Amount owing, paid to (includes m):	\$ <u>N/A</u>
f. Net trade-in (d-e; if negative, enter \$0 here and enter the amount on line m)	\$ <u>N/A</u>
g. Cash payment	\$ <u>2000.00</u>
h. Manufacturer's rebate	\$ <u>N/A</u>
i. Deferred down payment	\$ <u>N/A</u>
j. Other down payment (describe)	\$ <u>N/A</u>
k. Down Payment (f+g+h+i+j)	\$ <u>2000.00</u>
l. Unpaid balance of Cash Price (c-k)	\$ <u>10146.45</u>
m. Financed trade-in balance (see line f)	\$ <u>N/A</u>
n. Paid to public officials, including filing fees	\$ <u>120.00</u>
o. Insurance premiums paid to insurance company(ies) (See Insurance Disclosures section for coverage and benefits types.)	\$ <u>N/A</u>
p. Service Contract, paid to:	\$ <u>N/A</u>
q. <u>Documentary Stamp Tax</u>	\$ <u>795.00</u>
r. <u>Electronic Filing Fee</u>	\$ <u>39.55</u>
s. <u></u>	\$ <u>199.00</u>
t. <u></u>	\$ <u>N/A</u>
u. <u></u>	\$ <u>N/A</u>
v. <u></u>	\$ <u>N/A</u>
w. <u></u>	\$ <u>N/A</u>
x. Total Other Charges/Amts Paid (m thru w)	\$ <u>1153.55</u>
y. Prepaid Finance Charge	\$ <u>N/A</u>
z. Amount Financed (l+x-y)	\$ <u>11300.00</u>

We may retain or receive a portion of any amounts paid to others.

### Insurance Disclosures

**Credit Insurance.** Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverage you have chosen to purchase.

#### Credit Life

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A

Insured \_\_\_\_\_

#### Credit Disability

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A

Insured \_\_\_\_\_

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: \_\_\_\_\_ DOB \_\_\_\_\_

By: \_\_\_\_\_ DOB \_\_\_\_\_

By: \_\_\_\_\_ DOB \_\_\_\_\_

**Property Insurance.** You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for 0 months of coverage.

This premium is calculated as follows:

- ☐ \$ N/A Deductible, Collision Cov. \$ N/A
- ☐ \$ N/A Deductible, Comprehensive \$ N/A
- ☐ Fire-Theft and Combined Additional Cov. \$ N/A
- ☐ \_\_\_\_\_ \$ N/A

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS CHECKED AND INDICATED.**

[This area intentionally left blank.]

**Warranty Information**

Warranty. We make no express or implied warranties. Except as required by law, we make no implied warranty of merchantability and no warranty that the Vehicle AS IS - NOT PARTICULAR PURPOSE. We sell the Vehicle AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED, WITH ALL FAULTS. The Vehicle is subject to a standard manufacturer's warranty. This warranty is made by the manufacturer and not by us.

Used Car Buyer Notice. If you are buying a used vehicle, the information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**Notices**

- ☐ You understand that the balance owed on the Trade-in exceeds the Trade-in Allowance and that as a result the Total Balance Due has been increased by this \$ N/A of negative equity.

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return requested, to the address where the subject vehicle was leased or where the subject transaction occurred, at the address at which the dealer regularly conducts business.

2/21/2023

Date

2/21/2023

Date

Date

Check the box below when Fla. Stat. Ann. § 319.001(9) applies:

- ☐ THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Date

Buyer

Date

Buyer

Date

Buyer

**Signatures**

This agreement is not binding upon the Dealer/Seller until it is signed by an authorized representative of the Dealer/Seller.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it. This is the complete agreement; there are no other written or oral agreements.

- ☐ A separate Arbitration Agreement is a part of this Contract.

2/21/2023

Date

2/21/2023

Date

Buyer

Date

2/21/2023

Dealer/Seller X AUTO IMPORT AND EXPORT CORP Date

CFS OF SOUTH FLORIDA  
7980 Pine Blvd  
PEMBROKE PINES, FL 33024

# EXHIBIT B

CNTY# AGY# SUB# RPT#

1 22 JZR 7375

AUDIT#



STATE OF FLORIDA  
APPLICATION FOR VEHICLE/VESSEL  
CERTIFICATE OF TITLE

L# 3732979  
T# 1777784167  
B# 3117630  
S# 97471904

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC		
132537478	2700	2014	GMC	UT	WHI	4656			
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
03 06 23	TRT	PRIVATE							

Applicant/Owner's Name & Address

JAMES HENRY WEAREN JR AND MOSES JERMAINE WIGGINS

BIRTHDATE SEX MO. DAY YEAR Y N ALIEN CNTY RES.#

X 1

1st OWNER FL/DL# OR FEID# 2nd OWNER FL/DL# OR UNIT#

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.00	0.00	77.75

Action Requested: TRANSFER TITLE  
RETAINED AS ELECTRONIC TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
FL	02/21/2023		XX	90,986 MILES 02/21/2023 ACTUAL	<input type="checkbox"/>

LIEN INFORMATION  
NAME OF FIRST LIENHOLDER: CFS OF SOUTH FLORIDA, LLC  
ADDRESS: ELECTRONIC LIEN  
DATE OF LIEN: 02/21/2023  
RECEIVED DATE: 03/06/2023  
FEID # OR FL / DL AND SEX AND DATE OF BIRTH: 264278116-02  
DMV ACCOUNT #: 233651743

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER  
X AUTO SALES  
ADDRESS  
9937 NW 27 AVE  
MIAMI, FL 33147  
DEALER LICENSE NO.  
VII1280821

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE ☐ PURCHASER HOLDS VALID  
IS EXEMPT FROM EXEMPTION CERTIFICATE  
FLORIDA SALES OR ☐ VEHICLE / VESSEL WILL BE  
USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL  
REASON(S) CHECKED ☐ OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$  
INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.  
I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.  
I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

HSMV 82041 REVISED 02/06

SCAN CODE

MVT

Signature of Applicant/Co-Owner

I UNDERSTAND THAT MY DRIVER LICENSE AND REGISTRATIONS WILL BE SUSPENDED IMMEDIATELY IF THE INSURER DENIES THE INSURANCE INFORMATION SUBMITTED FOR THIS REGISTRATION.

Mail Lien Release to: Dept of Highway Safety and Motor Vehicles, Nell Kirkman Building, Tallahassee, FL 32399-0500

T# 1589360791  
B# 1523612

Identification Number 2700	Year 2014	Make GMC	Body UT	WT-L-BHP 4656	Vessel Regis. No.	Title Number 132537478
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Registered Owner:

Date of Issue 10/22/2018

 Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

MARCEL PAUL

Mail To:

 BOMNIN CHEVROLET  
8455 SOUTH DIXIE HWY  
MIAMI, FL 33143

## IMPORTANT INFORMATION

- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
- Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
- Remove your license plate from the vehicle.
- See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>

## CERTIFICATE OF TITLE

Identification Number 1GKKRNE8EJ342700	Year 2014	Make GMC	Body UT	WT-L-BHP 4656	Vessel Regis. No.	Title Number 132537478
Prev State OH	Color WHI	Primary Brand	Secondary Brand	No of Brands	Use PRIVATE	Prev Issue Date
Odometer Status or Vessel Manufacturer or OH use 48,248 MILES 09/29/2018 ACTUAL				Engine Drive	Hull Material	Prop
Date of Issue 10/22/2018				Date		

Registered Owner

MARCEL PAUL

1st Lienholder

ELECTRONIC TITLE PRIOR TO 01/18/2022

DIVISION OF MOTORIST SERVICES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch  
Director

Control Number 154155380

Terry L. Rhodes  
Executive Director

1 / 3 154155380

## TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

 Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.  
Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: BOMNIN CHEVROLET DADELAND Address: 8455 So Dixie Hwy, Miami, FL 33143

Seller Must Enter Selling Price: 28,000 Seller Must Enter Date Sold: 12-21-21

I/We state that this ☐ 5 or ☒ 6 digit odometer now reads 187,792 (no tens) miles, date read 12-21-21, and I hereby certify that to the best of my knowledge the odometer reading: ☒ 1. reflects ACTUAL MILEAGE ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: (POA) for Marcel

CO-SELLER Must Sign Here:

Print Here: Thalvis Garcia - AGT Paul

Print Here:

Selling Dealer's License Number: Tax No.: Tax Collected:

Auction Name: License Number:

PURCHASER Must Sign Here: CO-PURCHASER Must Sign Here:

Print Here: BOMNIN CHEVROLET DADELAND

Print Here: J. R. - AGT

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 82250 (REV. 3/15)

STATE OF FLORIDA

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
DIVISION OF MOTOR VEHICLES  
2980 Apalachee Parkway • Neil Kirkman Building - Tallahassee, FL 32399-0620  
Notice of Sale of Motor Vehicle, Mobile Home or Vessel

Section 319.22(2), Florida Statutes, requires that the seller file a Notice of Sale with the department within 30 days after the sale or transfer of the motor vehicle, vessel or mobile home. Filing this form removes any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.

I have this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, transferred by assignment of and delivered Florida Certificate of Title to:

Name: Purchaser(s) \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Purchaser's DL/ID \_\_\_\_\_

Address \_\_\_\_\_ Selling Price \$ \_\_\_\_\_

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature \_\_\_\_\_ Co-Seller's Signature \_\_\_\_\_

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.	
<b>FIRST REASSIGNMENT BY LICENSED DEALER</b>	<p>Selling Dealer's License No.: <b>VF10326571</b> Selling Dealer's Name: <b>BOMNIN CHEVROLET DADELAND</b> Tax No.: <b>23-80154671230</b></p> <p>Selling Dealer's Address: <b>8455 So Dixie Hwy, Miami, FL 33143</b> Date Sold: <b>1-14-22</b></p> <p>Purchaser's Name(s): <b>THE AUTO WAREHOUSE 3632 N Cicero Ave Chicago IL 60641</b></p> <p>I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>190932</b> (NO TENTHS) MILES, DATE READ <b>1-14-22</b> AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:</p> <p>CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY</p> <p>Purchaser Must Sign Here: <b>Michelle Frederick Agt</b> Co-Purchaser Must Sign Here: _____</p> <p>Print Here: <b>Michelle Frederick Agt</b> Print Here: _____</p> <p>Seller/Agent Must Sign Here: _____ Auction Name (When Applicable): <b>MIAMI ORLANDO VA/1004769 12</b></p> <p>Print Here: <b>BOMNIN CHEVROLET DADELAND J. Pena - AGT</b> Auction License Number: _____</p>
<b>SECOND REASSIGNMENT BY LICENSED DEALER</b>	<p>Selling Dealer's License No.: <b>7157</b> Selling Dealer's Name: <b>The Auto Warehouse</b> Tax No.: _____ Tax Collected: <b>R/S</b></p> <p>Selling Dealer's Address: <b>3632 N Cicero Ave Chicago IL 60641</b> Date Sold: <b>1/08/22</b></p> <p>Purchaser's Name(s): <b>X Auto Imports &amp; Export DBA</b> Address: <b>7937 NW 27 AVE MIAMI FL 33147</b></p> <p>I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>1701955</b> (NO TENTHS) MILES, DATE READ <b>1-28-22</b> AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:</p> <p>CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input checked="" type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY</p> <p>Purchaser Must Sign Here: <b>Ryan Diaz</b> Co-Purchaser Must Sign Here: _____</p> <p>Print Here: <b>RYAN DIAZ</b> Print Here: _____</p> <p>Seller/Agent Must Sign Here: <b>Michelle Frederick Agt</b> Auction Name (When Applicable): _____</p> <p>Print Here: <b>Michelle Frederick Agt</b> Auction License Number: _____</p>
<b>THIRD REASSIGNMENT BY LICENSED DEALER</b>	<p>Selling Dealer's License No.: <b>VI-1128082-1</b> Selling Dealer's Name: <b>X Auto Sales Agt</b> Tax No.: <b>258410433</b> Tax Collected: <b>806.65</b></p> <p>Selling Dealer's Address: <b>7937 NW 27 AVE MIAMI FL 33147</b> Date Sold: <b>2/21/23</b></p> <p>Purchaser's Name(s): <b>WENREN, JAMES HENRY JR &amp; WIGGINS, MOISES J.</b> Address: <b>16765 SW 147ST MIAMI FL 33176</b></p> <p>I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>970976</b> (NO TENTHS) MILES, DATE READ <b>2-21-23</b> AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:</p> <p>CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input checked="" type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY</p> <p>Purchaser Must Sign Here: <b>James H. Warren Jr</b> Co-Purchaser Must Sign Here: <b>Moises Wiggins</b></p> <p>Print Here: <b>JAMES HENRY WARREN JR</b> Print Here: <b>MOISES VERMINE WIGGINS</b></p> <p>Seller/Agent Must Sign Here: <b>Ryan Diaz</b> Auction Name (When Applicable): _____</p> <p>Print Here: <b>RYAN DIAZ</b> Auction License Number: _____</p>

HSMV 82995 (REV. 01/21)S

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
DIVISION OF MOTOR SERVICES  
2900 Apalachee Parkway - Tallahassee, FL 32399-0610

(Instructions on Reverse Side)

## MOTOR VEHICLE POWER OF ATTORNEY/ODOMETER DISCLOSURE

This form may be used when title is physically held by lienholder or when the title has been lost. This form must be submitted to the state by the person exercising Powers of Attorney. Failure to do so may result in fines or imprisonment.

VEHICLE IDENTIFICATION		VEHICLE DESCRIPTION			
Vehicle Identification Number	Year	Make	Model	Body	Title No.
2700	2014	GMC	ACADIA	UT	132537478

## PART A. TRANSFEROR (SELLER'S) POWER OF ATTORNEY TO DISCLOSE MILEAGE.

I/We, MARCEL PAUL (Print Seller's Name) appoint Bomnin Chevrolet Dadeland (Print Name of Dealership/Business) as of 12/21/2021 (Date) as my/our attorney-in-fact with full authority to transfer title, to satisfy any lien and to disclose the mileage for the vehicle described above, exactly as stated in the following disclosure.

**WARNING:** Federal law and State law require that you state the mileage in connection with transfer of ownership. Providing a false statement may result in fines or imprisonment.

I/WE STATE THAT THIS ☐ 5 DIGIT OR ☐ 6 DIGIT ODOMETER NOW READS, 187,792 (NO TENTHS) MILES, DATE READ 12/21/21, AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:

☒ 1. REFLECTS ACTUAL MILEAGE☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS.☐ 3. IS NOT THE ACTUAL MILEAGE  
WARNING ODOMETER DISCREPANCY

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature [Signature] Seller's Printed Name MARCEL PAUL

Co Seller's Signature \_\_\_\_\_ Co Seller's Printed Name \_\_\_\_\_

Seller's Street Address \_\_\_\_\_

Purchaser's Signature [Signature] Purchaser's Printed Name JOHANNY PEÑA

Purchaser's Dealership Name Bomnin Chevrolet Dadeland Dealer License No. VF 1032657-1

Business Address 8455 S Dixie Hwy City Miami State FL Zip 33143

## PART B. TRANSFEREE (PURCHASER) POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE. (PART B IS INVALID UNLESS PART A HAS BEEN COMPLETED.)

I/We, \_\_\_\_\_ (Print Purchaser's Name) appoint \_\_\_\_\_ (Print Name of Dealership/Business) as of \_\_\_\_\_ (Date) as my/our attorney-in-fact for the purpose of and with full authority to apply for title and/or registration, to file a lien and to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

**WARNING:** Federal law and State law require that you state the mileage in connection with transfer of ownership. Providing a false statement may result in fines or imprisonment.

I/WE STATE THAT THIS ☐ 5 DIGIT OR ☐ 6 DIGIT ODOMETER NOW READS, \_\_\_\_\_ (NO TENTHS) MILES, DATE READ \_\_\_\_\_, AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:

☐ 1. REFLECTS ACTUAL MILEAGE☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS.☐ 3. IS NOT THE ACTUAL MILEAGE  
WARNING ODOMETER DISCREPANCY

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature \_\_\_\_\_ (For Dealership / Business) Seller's Printed Name \_\_\_\_\_ (For Dealership / Business)

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Purchaser's Printed Name \_\_\_\_\_

Co Purchaser's Signature \_\_\_\_\_ Co Purchaser's Printed Name \_\_\_\_\_

Purchaser's Name \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## PART C. CERTIFICATION BY ATTORNEY IN FACT (Person completing Part C must be the same person transferring information and signing the title.)

I, INALVIS GARCIA (Print Name of Person exercising above power(s) of attorney), hereby certify that the mileage I have disclosed on the title document is consistent with that provided to me in the above power(s) of attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the power of attorney is the same or greater than that previously stated on the title reassignment documents. This certificate is not intended to create, nor does it create any new or additional liability under Federal or State law.

Signature [Signature] Date 01/21/2022 Printed Name INALVIS GARCIA

Street Address 8455 S Dixie Hwy City Miami State FL Zip 33143

ORIGINAL-DMS Copy (with Title)

GOLD COPY-Dealer/Business

YELLOW COPY-Part A Seller

NOTICE: ANY ALTERATION OR ERASURE MAY VOID THIS DOCUMENT

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES**  
**APPLICATION FOR CERTIFICATE OF TITLE WITH/WITHOUT REGISTRATION**  
SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

CHECK APPLICATION TYPE: ☐ ORIGINAL ☒ TRANSFER VEHICLE TYPE: ☒ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL OFF-HIGHWAY VEHICLE: ☐ ATV ☐ ROV ☐ MC

<b>1 OWNER / APPLICANT INFORMATION</b>					
Customer Number	Check this box if you are requesting the certificate of title to be printed. <input type="checkbox"/>	Are you a Florida resident? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Are you an alien? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Owner <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Co-Owner <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Unit Number	Fleet Number
OR AND NOTE: When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. If neither box is checked, the title will be issued with "and." If applicable: <input type="checkbox"/> Life Estate/Remainder Person <input type="checkbox"/> Tenancy By the Entirety <input type="checkbox"/> With Rights of Survivorship <input checked="" type="checkbox"/> Owner's County of Residence: <b>Miami-Dade County</b>					
Owner's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name) <b>Wearen James Henry Jr</b>		Owner's Email Address		Date of Birth	Sex FL Driver License or FEID/Suffix #
Co-Owner/Lessee's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name) <b>Wiggins Moises Jermaine</b>		Co-Owner's/Lessee's Email Address			
Owner's Mailing Address (Mandatory unless a member of the Military)		City		State	Zip

Mobile Home Physical Address (if applicable) Check if in a mobile home rental park with 10 or more lots. <input type="checkbox"/>		City		State	Zip
Mail To Customer Name (If different From Above Owner)		Mail To Customer's Email Address		Date of Birth	Sex FL Driver License or FEID/Suffix #
Mail To Customer Address (If different From Above Mailing Address)		City		State	Zip

<b>2 MOTOR VEHICLE, MOBILE HOME OR VESSEL DESCRIPTION</b>					
Vehicle/Vessel Identification Number <b>2700</b>	Make/Manufacturer <b>GMC</b>	Year <b>2014</b>	Body <b>SUV</b>	Color <b>wht</b>	Florida Title Number <b>132537478</b>
Previous State of Issue <b>FL</b>	License Plate or Vessel Registration Number	Weight <b>4656</b>	Length <b>FL</b>	In. <b>in.</b>	BHP/CC <b>GVW/LOC</b>
TYPE <input type="checkbox"/> Open Motorboat <input type="checkbox"/> Cabin Motorboat <input type="checkbox"/> Auxiliary Sailboat <input type="checkbox"/> Inflatable <input type="checkbox"/> Houseboat <input type="checkbox"/> Pontoon <input type="checkbox"/> Airboat <input type="checkbox"/> Sailboat <input type="checkbox"/> Personal Watercraft <input type="checkbox"/> Canoe <input type="checkbox"/> Other Specify		HULL MATERIAL <input type="checkbox"/> Wood <input type="checkbox"/> Fiberglass <input type="checkbox"/> Wood/Fiberglass <input type="checkbox"/> Other Specify		PROPULSION <input type="checkbox"/> Outboard <input type="checkbox"/> Inboard <input type="checkbox"/> Inboard/Outboard <input type="checkbox"/> Other Specify	
FUEL <input type="checkbox"/> Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Electric <input type="checkbox"/> Other Specify		*DRAFT OF VESSEL (The depth of water a vessel draws) FT. <b>in.</b> *For all vessels 26' or more in length and all sailboats		PREVIOUS OUT-OF-STATE REGISTRATION NUMBER:	
USE OF VESSEL <input type="checkbox"/> Recreational (Pleasure) <input type="checkbox"/> Dealer/Manuf. <input type="checkbox"/> Exempt <input type="checkbox"/> Commercial Fish <input type="checkbox"/> Hire (Livory) <input type="checkbox"/> Commercial Live Ball <input type="checkbox"/> Commercial Mackerel <input type="checkbox"/> Commercial Blue Crab <input type="checkbox"/> Commercial Live Ball <input type="checkbox"/> Commercial Mackerel <input type="checkbox"/> Commercial Stone Crab <input type="checkbox"/> Commercial Shrimp Recip. <input type="checkbox"/> Commercial Shrimp Non-Recip. <input type="checkbox"/> Government <input type="checkbox"/> Commercial Charter <input type="checkbox"/> Commercial Oyster <input type="checkbox"/> Commercial Spiny Lobster <input type="checkbox"/> Commercial Sponge <input type="checkbox"/> Commercial Other		State of Principal Use		Previously Federally Documented Vessel, Attach Copy of: <input type="checkbox"/> U.S. Coast Guard Release From Documentation Form; or <input type="checkbox"/> Copy of Canceled Documentation Papers	

<b>3 BRANDS, USAGE AND TYPE (Check Applicable Boxes)</b>					
<input type="checkbox"/> SHORT TERM LEASE	<input type="checkbox"/> LONG TERM LEASE	<input type="checkbox"/> REBUILT	<input type="checkbox"/> POLICE VEHICLE	<input type="checkbox"/> PRIVATE USE	<input type="checkbox"/> TAXI CAB
<input type="checkbox"/> ASSEMBLED FROM PARTS	<input type="checkbox"/> BONDED TITLE	<input type="checkbox"/> KIT CAR	<input type="checkbox"/> GLIDER KIT	<input type="checkbox"/> MANUF. BUY BACK	<input type="checkbox"/> REPLICA
<input type="checkbox"/> MONOMOBIL <input type="checkbox"/> ELECTRIC <input type="checkbox"/> CUSTOM <input type="checkbox"/> STREET ROD					

<b>4 LIENHOLDER INFORMATION</b>					
CHECK IF ELT CUSTOMER <input checked="" type="checkbox"/>	FEID # <input type="checkbox"/>	DL # and Sex and Date of Birth <b>233051743</b>	DMV Account # <input checked="" type="checkbox"/>	Date of Lien <b>2/21/2023</b>	Lienholder's Name <b>CFS OF SOUTH FLORIDA</b>
Lienholder's Email Address		Lienholder's Address <b>7980 Pine Blvd</b>		City <b>PEMBROKE PINES</b>	State <b>FL</b> Zip <b>33024</b>
If Lienholder authorizes the Department to send the motor vehicle or mobile home title to the owner, check box and countersign: <input type="checkbox"/> (Does not apply to vessels). If box is not checked, title will be mailed to the first lienholder. (Signature of Lienholder's Representative)					

<b>5 TRANSFER TYPE</b>	
IF OWNERSHIP HAS TRANSFERRED, HOW AND WHEN WAS THE VEHICLE, MOBILE HOME, OR VESSEL ACQUIRED?	
<input checked="" type="checkbox"/> SALE	<input type="checkbox"/> GIFT <input type="checkbox"/> REPOSSESSION <input type="checkbox"/> COURT ORDER <input type="checkbox"/> OTHER (SPECIFY) _____
DATE ACQUIRED <b>02</b> / <b>21</b> / <b>2023</b>	
<b>6 ODOMETER DECLARATION</b>	

WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.

I/WE STATE THAT THIS ☐ 5 OR ☒ 6 DIGIT ODOMETER NOW READS **090,986** .XX (NO TENTHS) MILES, DATE READ **02** / **21** / **2023** AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:

☐ 1. REFLECTS ACTUAL MILEAGE. ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. ☒ 3. IS NOT THE ACTUAL MILEAGE.

<b>7 DEALER SALES TAX REPORT AND VEHICLE TRADE IN INFORMATION (IF APPLICABLE)</b>			
FLORIDA SALES TAX REGISTRATION NUMBER <b>258410433</b>	DATE OF SALE <b>2/21/2023</b>	DEALER LICENSE NUMBER <b>V111280821</b>	AMOUNT OF TAX <b>807.65</b>
YEAR OF TRADE IN	MAKE OF TRADE IN	TITLE NUMBER OF TRADE IN (IF KNOWN)	VEHICLE IDENTIFICATION NUMBER OF TRADE IN

**8 MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION**

THIS SECTION REQUIRES A PHYSICAL INSPECTION AND A VERIFICATION OF THE VEHICLE IDENTIFICATION NUMBER (VIN) (OR THE MOTOR NUMBER FOR MOTOR VEHICLES MANUFACTURED PRIOR TO 1985) OF THE MOTOR VEHICLE DESCRIBED ON THIS FORM BY A LICENSED DEALER, FLORIDA NOTARY PUBLIC, POLICE OFFICER, OR FLORIDA DIVISION OF MOTOR VEHICLES EMPLOYEE OR TAX COLLECTOR EMPLOYEE. IF THE VIN IS VERIFIED BY AN OUT OF STATE MOTOR VEHICLE DEALER, THE VERIFICATION MUST BE SUBMITTED ON THEIR LETTERHEAD STATIONERY. COMPLETE THIS SECTION ON ALL USED MOTOR VEHICLES, INCLUDING TRAILERS, (WITH ABBREVIATION OF "TL" WITH A WEIGHT OF 2,000 POUNDS OR MORE) NOT CURRENTLY TITLED IN FLORIDA.

I, the undersigned, certify that I have physically inspected the above described vehicle and find the vehicle identification number to be: \_\_\_\_\_

(Vehicle Identification Number)

DATE

SIGNATURE

PRINTED NAME

Law Enforcement Officer or Florida Dealer/Agency Name \_\_\_\_\_

Badge # or Florida Dealer # \_\_\_\_\_

Notary Stamp or Seal

FL DMV/Tax Collector Employee \_\_\_\_\_

Florida Compliance Examiner/Inspector Badge or ID Number \_\_\_\_\_

COMMISSIONED NAME OF FLORIDA NOTARY: \_\_\_\_\_

(Print, Type or Stamp)

NOTARY'S SIGNATURE \_\_\_\_\_

**9 SALES TAX EXEMPTION CERTIFICATION**

THE PURCHASE OF A RECREATIONAL VEHICLE TO BE OFFERED FOR RENT AS LIVING ACCOMMODATIONS DOES NOT QUALIFY FOR EXEMPTION. I CERTIFY THE RECREATIONAL VEHICLE, MOBILE HOME OR VESSEL DESCRIBED HAS BEEN PURCHASED AND IS EXEMPT FROM THE SALES TAX IMPOSED BY CHAPTER 212, FLORIDA STATUTES, BY:

☐ PURCHASER (STATE AGENCIES, COUNTIES, ETC.) HOLDS VALID EXEMPTION CERTIFICATE

CONSUMER'S CERTIFICATE OF EXEMPTION NUMBER \_\_\_\_\_

☐ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

SALES TAX REGISTRATION NUMBER \_\_\_\_\_

I hereby certify that ownership of the motor vehicle, mobile home or vessel described on this application, is not subject to Florida Sales and Use Tax for the following reason: ☐ INHERITANCE ☐ GIFT

☐ DIVORCE DECREE ☐ TRANSFER BETWEEN A MARRIED COUPLE ☐ EVEN TRADE OR TRADE DOWN (State the facts of the even trade or trade down and the transferor information, including the transferor's name and address, below under "Other: Explain.")

☐ OTHER: (EXPLAIN) \_\_\_\_\_

**10 REPOSSESSION DECLARATION**

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

☐ I CERTIFY THAT THIS MOTOR VEHICLE, MOBILE HOME OR VESSEL WAS REPOSSESSED UPON DEFAULT IN THE TERMS OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

☐ (VESSEL) A PHOTOCOPY OF THE LIEN INSTRUMENT FOR THE VESSEL IS REQUIRED AND ATTACHED.

☐ I AM REQUESTING THAT AN ORIGINAL CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME IN LIEU OF A TITLE (REPOSSESSION).

☐ I AM REQUESTING THAT A DUPLICATE CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME, AS THE ORIGINAL HAS BEEN LOST OR DESTROYED.

**11 NON-USE AND OTHER CERTIFICATIONS**

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

☐ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

☒ THE VEHICLE IDENTIFIED WILL NOT BE OPERATED ON THE STREETS AND HIGHWAYS OF THIS STATE UNTIL PROPERLY REGISTERED.

☐ THE VESSEL IDENTIFIED WILL NOT BE OPERATED ON THE WATERS OF THIS STATE UNTIL PROPERLY REGISTERED.

☐ OTHER: (EXPLAIN) \_\_\_\_\_

**12 APPLICATION ATTESTMENT AND SIGNATURES**

I/WE PHYSICALLY INSPECTED THE ODOMETER/VIN AND FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS. (More than one form HSMV 82040 may be used for additional signatures.)

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SIGNATURE OF APPLICANT (OWNER)

Date

SIGNATURE OF APPLICANT (CO-OWNER)

Date

**13 RELEASE OF SPOUSE OR HEIRS INTEREST**

The undersigned person(s) state(s) as follows: That \_\_\_\_\_

(Name of Deceased)

died on \_\_\_\_\_

(Date)

☐ testate (with a will)

☐ intestate (without a will) and left the surviving heir(s) named below.

☐ When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

(More than one form HSMV 82040 may be used for additional signatures.)

Print or Type Name of Spouse, Co-owner or Heir(s)

Signature of Spouse, Co-Owner or Heir(s)

That at the time of death the decedent was owner of the motor vehicle, mobile home or vessel described in section 2 of this form. The person(s) signing above hereby releases all of his/her/their right, title, interest and claim as heir(s) at law, legatee(s), devisee(s), or otherwise to the aforesaid motor vehicle, mobile home or vessel to:

Name of Applicant(s) (Print or Type)

RESIDENTS OF FLORIDA AND ALL VESSEL OWNERS, RESIDING IN FLORIDA OR OUT OF STATE, SHOULD SUBMIT THIS FORM AND ALL REQUIRED DOCUMENTATION TO A LOCAL FLORIDA TAX COLLECTOR'S OFFICE OR THE FLORIDA TAX COLLECTOR'S OFFICE LOCATED IN THE APPLICANT'S COUNTY OF RESIDENCE FOR PROCESSING.

Check your local phone book government pages or visit the following website for current mailing addresses: <http://www.flhsmv.gov/offices/>  
[www.flhsmv.gov](http://www.flhsmv.gov)

HSMV 82040 - REV. 11/15 RULE 15C-21.001, FAC

DEALER LICENSE		BUSINESS TYPE		ALERTS		ACTIVE LOTS: 1
TYPE	NUMBER	CORPORATION				TOTAL LOTS: 1
VI	/1128082 >>	ACTIVE				
LICENSE STATUS		LICENSE STATUS				
		DATE				
LICENSEE FEID / 473598269 / X AUTO IMPORT & EXPORT CORP ...						
NAME:						
LOT SPECS:						
LICENSE	1	LOT TYPE	PRIMARY	LOCATION STATUS	OPEN	MANUFACT. APPROVAL
SUFFIX						
ASSOCIATE SFX		LEGACY LICENSE				
		TYPE / NUM /				
		SUFFIX /				BUSINESS OWNERS
DBA NAME X AUTO SALES						
PHYSICAL ADDR. 9937 NW 27 AVE						
CITY MIAMI		ST FL		ZIPCODE33147 -		OFFICERS
COUNTRY		FOREIGN POSTAL				
REGION / ZONE 10 / B		COUNTY 1		CODE MIAMI-DADE		MANAGEMENT EMPLOYEES
MAILING ADDR. 9937 NW 27TH AVE						
CITY MIAMI		ST FL		ZIPCODE33147 -		BACKGROUND
COUNTRY		FOREIGN POSTAL				
EMAIL ADDRESS XAUTOSALES999@GMAIL.COM		BIENNIAL LICENSE		T		
EFFECTIVE DATE 03/24/2022	EXPIRATION DATE 04/30/2024	ISSUE DATE 10/21/2022				INSURANCE
ACQUIRED DATE	LEASE LOCATION	INITIAL ISSUE 03/07/2019				
		DATE:				
MC <= 50CC	MC > 50 CC	MINI TRUCK				
DEVELOPMENTAL DEALER	USED VEHICLE ONLY	LOW SPEED VEHICLE				BOND
RV SALES	CAPITALIZATION YEAR					
% OF OWNERSHIP	RECORDS INSPECTION	SALESPERSON				PRINT
PHONE	SITE INSPECTION	LINE MAKES				
COMPLAINTS	CURBSTONER	PERMITS				
REGISTRATION						

CNTY# AGY# SUB# RPT#

1 22 JZR 7375

AUDIT#

L# 3732979  
T# 1777784167  
B# 3117630  
S# 97471904STATE OF FLORIDA  
APPLICATION FOR VEHICLE/VESSEL  
CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC		
132537478	2700	2014	GMC	UT	WHI	4656			
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
03 06 23	TRT	PRIVATE							

Applicant/Owner's Name &amp; Address

JAMES HENRY WEAREN JR AND MOSES JERMAINE WIGGINS

BIRTHDATE  
SEX MO. DAY YEAR Y N ALIEN CNTY RES #

X 1

1st OWNER FL/DL# OR  
F.E.I.D.# 2nd OWNER FL/DL# OR  
UNIT #

## VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.00	0.00	77.75

Action Requested: TRANSFER TITLE  
RETAINED AS ELECTRONIC TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
FL	02/21/2023		XX	90,986 MILES 02/21/2023 ACTUAL	<input type="checkbox"/>

## LIEN INFORMATION

NAME OF FIRST LIENHOLDER:	DATE OF LIEN	RECEIVED DATE	FEID # OR FL / DL AND SEX AND DATE OF BIRTH	DMV ACCOUNT #
CFS OF SOUTH FLORIDA, LLC	02/21/2023	03/06/2023	264278116-02	233651743

ADDRESS  
ELECTRONIC LIEN

SALVAGE TYPE

## SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER  
X AUTO SALES  
ADDRESS  
9937 NW 27 AVE  
MIAMI, FL 33147  
DEALER LICENSE NO.  
VII1280821

CONSUMER OR SALES TAX EXEMPTION #

## SALES TAX AND USE REPORT

TRANSFER OF TITLE ☐ PURCHASER HOLDS VALID  
IS EXEMPT FROM EXEMPTION CERTIFICATE  
FLORIDA SALES OR ☐ VEHICLE / VESSEL WILL BE  
USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL  
REASON(S) CHECKED ☐ OTHERINDICATE TOTAL PURCHASE PRICE, INCLUDING ANY  
UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00

☐ SELLING PRICE VERIFIED

## APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

HSMV 82041 REVISED 02/06

SCAN CODE

MVT

Signature of Applicant/Co-Owner

I UNDERSTAND THAT MY DRIVER LICENSE AND REGISTRATIONS WILL BE SUSPENDED IMMEDIATELY IF THE INSURER DENIES  
THE INSURANCE INFORMATION SUBMITTED FOR THIS REGISTRATION.

Mail Location: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32359-0500

T# 1589360791

B# 1523612

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regs. No.	Title Number
2700	2014	GMC	UT	4656		132537478

Registered Owner:

MARCEL PAUL

Date of Issue 10/22/2018

Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>

Mail To:

BOMNIN CHEVROLET  
8455 SOUTH DIXIE HWY  
MIAMI, FL 33143

## CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regs. No.	Title Number
2700	2014	GMC	UT	4656		132537478

Lien Release  
Interest in the described vehicle is hereby released

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date	By
OH	WHI				PRIVATE		

Odometer Status or Vessel Manufacturer or OH use  
48,248 MILES 09/29/2018 ACTUAL

Engine Drive	Hull Material	Prop	Date of Issue	Date
			10/22/2018	

Registered Owner

MARCEL PAUL

1st Lienholder

ELECTRONIC TITLE PRIOR TO 01/18/2022

DIVISION OF MOTORIST SERVICES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch

Robert R. Kynoch  
Director

Control Number

154155380

1 / 3 154155380

Terry L. Rhodes

Terry L. Rhodes  
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: BOMNIN-CHEVROLET DADELAND Address: 8455 So Dixie Hwy, Miami, FL 33143

Seller Must Enter Selling Price: 20 187,792 Seller Must Enter Date Sold: 12-21-21

I/We state that this ☐ 5 or ☒ 6 digit odometer now reads 187,792 (no tens) miles, date read 12-21-21 and I hereby certify that to the best of my knowledge the odometer reading: ☒ 1. reflects ACTUAL MILEAGE ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: (POA) for Marcel

Print Here: Thalys Garcia - AGT Paul

Selling Dealer's License Number: Tax No.: Tax Collected:

Auction Name: License Number:

PURCHASER Must Sign Here: CO-PURCHASER Must Sign Here:

Print Here: NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 82250 (REV. 3/15)

STATE OF FLORIDA

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
DIVISION OF MOTOR VEHICLES  
2980 Apalachee Parkway • Neil Kirkman Building • Tallahassee, FL 32399-0620  
Notice of Sale of Motor Vehicle, Mobile Home or Vessel

Section 319.22(2), Florida Statutes, requires that the seller file a Notice of Sale with the department within 30 days after the sale or transfer of the motor vehicle, vessel or mobile home. Filing this form removes any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.

I have this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, transferred by assignment of and delivered Florida Certificate of Title to:

Name: Purchaser(s) \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Purchaser's DL/ID \_\_\_\_\_

Address \_\_\_\_\_ Selling Price \$ \_\_\_\_\_

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature \_\_\_\_\_ Co-Seller's Signature \_\_\_\_\_

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

<p>SELLER'S SIGNATURE: <i>Michelle Frederick Agt</i>          License No.: <b>VA10326574</b>          Selling Dealer's Address: <b>8455 So Dixie Hwy Miami FL 33143</b>          Purchaser's Name(s): <b>MICHELLE FREDERICK AGT</b>          I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>190932</b>          CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX  <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE  <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS)  <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE (WARNING - ODOMETER DISCREPANCY)          Purchaser Must Sign Here: <i>Michelle Frederick Agt</i>          Print Here: <b>Michelle Frederick Agt</b>          Seller/Agent Must Sign Here: <i>Michelle Frederick Agt</i>          Print Here: <b>BOMNIN CHEVROLET DADELAND J. Pena - AGT</b>          Auction Name (When Applicable): <b>MANHEIM ORLANDO VA10047691*</b>          Auction License Number: _____</p>		<p>SELLER'S SIGNATURE: <i>The Auto Warehouse</i>          License No.: <b>7157</b>          Selling Dealer's Address: <b>3632 N Cicero Ave Chicago IL 60641</b>          Purchaser's Name(s): <b>X Auto Imports &amp; Export DBA</b>          I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>1200155</b>          CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX  <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE  <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS)  <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE (WARNING - ODOMETER DISCREPANCY)          Purchaser Must Sign Here: <i>Rayan Daza</i>          Print Here: <b>RAYAN DAZA</b>          Seller/Agent Must Sign Here: <i>Michelle Frederick Agt</i>          Print Here: <b>Michelle Frederick Agt</b>          Auction Name (When Applicable): _____          Auction License Number: _____</p>	
<p>SELLER'S SIGNATURE: <i>X Auto Sales DBA</i>          License No.: <b>11-1128082-1</b>          Selling Dealer's Address: <b>9937 NW 27 Ave Miami FL 33147</b>          Purchaser's Name(s): <b>WARREN, JAMES HENRY JR &amp; WIGGINS, MOISES J.</b>          I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>92926</b>          CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX  <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE  <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS)  <input checked="" type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE (WARNING - ODOMETER DISCREPANCY)          Purchaser Must Sign Here: <i>James H. Warren Jr</i>          Print Here: <b>JAMES HENRY WARREN JR</b>          Seller/Agent Must Sign Here: <i>Rayan Daza</i>          Print Here: <b>RAYAN DAZA</b>          Auction Name (When Applicable): _____          Auction License Number: _____</p>		<p>SELLER'S SIGNATURE: <i>Auto Import &amp; Export</i>          License No.: <b>258410433</b>          Selling Dealer's Address: <b>9937 NW 27 Ave Miami FL 33147</b>          Purchaser's Name(s): <b>10765 SW 147 St Miami FL 33176</b>          I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>22123</b>          CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX  <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE  <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS)  <input checked="" type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE (WARNING - ODOMETER DISCREPANCY)          Purchaser Must Sign Here: <i>Moises Wiggins</i>          Print Here: <b>MOISES VERMILDE WIGGINS</b>          Seller/Agent Must Sign Here: <i>Rayan Daza</i>          Print Here: <b>RAYAN DAZA</b>          Auction Name (When Applicable): _____          Auction License Number: _____</p>	

HSMV 82995 (REV. 01/21)5

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
DIVISION OF MOTOR SERVICES  
2900 Apalachee Parkway - Tallahassee, FL 32399-0610

(Instructions on Reverse Side)

## MOTOR VEHICLE POWER OF ATTORNEY/ODOMETER DISCLOSURE

This form may be used when title is physically held by lienholder or when the title has been lost. This form must be submitted to the state by the person exercising Powers of Attorney. Failure to do so may result in fines or imprisonment.

## VEHICLE DESCRIPTION

Vehicle Identification Number 2700	Year 2014	Make GMC	Model ACADIA	Body UT	Title No. 132537478
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## PART A. TRANSFEROR (SELLER'S) POWER OF ATTORNEY TO DISCLOSE MILEAGE.

I/We, MARCEL PAUL (Print Seller's Name) appoint Bomnin Chevrolet Dadeland (Print Name of Dealership/Business)  
as of 12/21/2021 (Date) as my/our attorney-in-fact with full authority to transfer title, to satisfy any lien and to disclose the mileage for the vehicle described above, exactly as stated in the following disclosure.

**WARNING:** Federal law and State law require that you state the mileage in connection with transfer of ownership. Providing a false statement may result in fines or imprisonment.

I/WE STATE THAT THIS ☐ 5 DIGIT OR ☐ 6 DIGIT ODOMETER NOW READS, 1 8 7 7 0 2 ☒ (NO TENTHS) MILES,  
DATE READ 12/21/21, AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:

☒ 1. REFLECTS ACTUAL MILEAGE☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS.☐ 3. IS NOT THE ACTUAL MILEAGE  
WARNING ODOMETER DISCREPANCY

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature [Signature] Seller's Printed Name MARCEL PAUL

Co Seller's Signature \_\_\_\_\_ Co Seller's Printed Name \_\_\_\_\_

Seller's Street Address \_\_\_\_\_

Purchaser's Signature [Signature] Purchaser's Printed Name JOHANNY PEÑA

Purchaser's Dealership Name Bomnin Chevrolet Dadeland Dealer License No. VF 1032657-1

Business Address 8455 S Dixie Hwy City Miami State FL Zip 33143

## PART B. TRANSFEREE (PURCHASER) POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE. (PART B IS INVALID UNLESS PART A HAS BEEN COMPLETED.)

I/We, \_\_\_\_\_ (Print Purchaser's Name) appoint \_\_\_\_\_ (Print Name of Dealership/Business)  
as of \_\_\_\_\_ (Date) as my/our attorney-in-fact for the purpose of and with full authority to apply for title and/or registration, to file a lien and to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

**WARNING:** Federal law and State law require that you state the mileage in connection with transfer of ownership. Providing a false statement may result in fines or imprisonment.

I/WE STATE THAT THIS ☐ 5 DIGIT OR ☐ 6 DIGIT ODOMETER NOW READS,      ☒ (NO TENTHS) MILES,  
DATE READ      /      /     , AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:

☐ 1. REFLECTS ACTUAL MILEAGE☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS.☐ 3. IS NOT THE ACTUAL MILEAGE  
WARNING ODOMETER DISCREPANCY

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature \_\_\_\_\_ (For Dealership / Business) Seller's Printed Name \_\_\_\_\_ (For Dealership / Business)

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Purchaser's Printed Name \_\_\_\_\_

Co Purchaser's Signature \_\_\_\_\_ Co Purchaser's Printed Name \_\_\_\_\_

Purchaser's Name \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## PART C. CERTIFICATION BY ATTORNEY IN FACT (Person completing Part C must be the same person transferring information and signing the title.)

I, INALVIS GARCIA (Print Name of Person exercising above power(s) of attorney), hereby certify that the mileage I have disclosed on the title document is consistent with that provided to me in the above power(s) of attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the power of attorney is the same or greater than that previously stated on the title reassignment documents. This certificate is not intended to create, nor does it create any new or additional liability under Federal or State law.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature [Signature] Date 01/21/2022 Printed Name INALVIS GARCIA

Street Address 8455 S Dixie Hwy City Miami State FL Zip 33143

ORIGINAL-DMS Copy (with Title)

GOLD COPY-Dealer/Business

YELLOW COPY-Part A Seller

NOTICE: ANY ALTERATION OR ERASURE MAY VOID THIS DOCUMENT

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES**  
**APPLICATION FOR CERTIFICATE OF TITLE WITH/WITHOUT REGISTRATION**  
SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

[www.flhsmv.gov/offices/](http://www.flhsmv.gov/offices/)

CHECK APPLICATION TYPE: ☐ ORIGINAL ☒ TRANSFER VEHICLE TYPE: ☒ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL OFF-HIGHWAY VEHICLE: ☐ ATV ☐ ROV ☐ MC

<b>1 OWNER / APPLICANT INFORMATION</b>					
Customer Number		Check this box if you are requesting the certificate of title to be printed. <input type="checkbox"/>		Are you a Florida resident? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Are you an alien? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Unit Number
Are you a Florida resident? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Are you an alien? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		Owner's Email Address		Owner's County of Residence: <b>Miami-Dade County</b>	Fleet Number
OR AND NOTE: When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. If neither box is checked, the title will be issued with "and." If applicable: <input type="checkbox"/> Life Estate/Remainder Person <input type="checkbox"/> Tenancy By the Entirety <input type="checkbox"/> With Rights of Survivorship <input checked="" type="checkbox"/> Owner's County of Residence: <b>Miami-Dade County</b>					
Owner's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name) <b>Wearen James Henry Jr</b>		Owner's Email Address		Date of Birth	Sex
Co-Owner/Lessee's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name) <b>Wiggins Moises Jermaine</b>		Co-Owner's/Lessee's Email Address		FL Driver License or FEID/Suffix #	
Owner's Mailing Address (Mandatory unless a member of the Military)		City		State	Zip
Mobile Home Physical Address (If applicable) Check if in a mobile home rental park with 10 or more lots.		City		State	Zip
Mail To Customer Name (If different From Above Owner)		Mail To Customer's Email Address		Date of Birth	Sex
Mail To Customer Address (If different From Above Mailing Address)		City		State	Zip
<b>2 MOTOR VEHICLE, MOBILE HOME OR VESSEL DESCRIPTION</b>					
Vehicle/Vessel Identification Number <b>2700</b>		Make/Manufacturer <b>GMC</b>		Year <b>2014</b>	Body <b>SUV</b>
Previous State of Issue <b>FL</b>		License Plate or Vessel Registration Number <b>4656</b>		Weight <b>4656</b>	Color <b>wht</b>
Length <b>FL</b>		In.		BHP/CC	GVW/LOC
TYPE <input type="checkbox"/> Open Motorboat <input type="checkbox"/> Cabin Motorboat <input type="checkbox"/> Auxiliary Sailboat <input type="checkbox"/> Inflatable <input type="checkbox"/> Houseboat <input type="checkbox"/> Personal Watercraft <input type="checkbox"/> Canoe <input type="checkbox"/> Other		HULL MATERIAL <input type="checkbox"/> Wood <input type="checkbox"/> Fiberglass <input type="checkbox"/> Wood/Fiberglass <input type="checkbox"/> Other		PROPULSION <input type="checkbox"/> Outboard <input type="checkbox"/> Inboard <input type="checkbox"/> Inboard/Outboard <input type="checkbox"/> Other	
FUEL <input type="checkbox"/> Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Electric <input type="checkbox"/> Other		DRAFT OF VESSEL (The depth of water a vessel draws) FT. IN.		VAN USE, IF APPLICABLE <input type="checkbox"/> PASSENGER <input type="checkbox"/> OTHER	
USE OF VESSEL <input type="checkbox"/> Recreational (Pleasure) <input type="checkbox"/> Dealer/Manuf. <input type="checkbox"/> Exempt <input type="checkbox"/> Commercial Fish <input type="checkbox"/> Hire (Livory) <input type="checkbox"/> Commercial Blue Crab <input type="checkbox"/> Commercial Live Ball <input type="checkbox"/> Commercial Mackerel <input type="checkbox"/> Commercial Stone Crab <input type="checkbox"/> Commercial Shrimp Recip. <input type="checkbox"/> Commercial Shrimp Non-Recip. <input type="checkbox"/> Government <input type="checkbox"/> Commercial Charter <input type="checkbox"/> Commercial Oyster <input type="checkbox"/> Commercial Sponge <input type="checkbox"/> Commercial Other <input type="checkbox"/> Commercial Spiny Lobster		PREVIOUS OUT-OF-STATE REGISTRATION NUMBER:			
Previously Federally Documented Vessel, Attach Copy of: <input type="checkbox"/> U.S. Coast Guard Release From Documentation Form; or		Copy of Canceled Documentation Papers		State of Principal Use	
<b>3 BRANDS, USAGE AND TYPE (Check Applicable Boxes)</b>					
<input type="checkbox"/> SHORT TERM LEASE <input type="checkbox"/> ASSEMBLED FROM PARTS		<input type="checkbox"/> LONG TERM LEASE <input type="checkbox"/> BONDED TITLE		<input type="checkbox"/> REBUILT <input type="checkbox"/> KIT CAR	
<input type="checkbox"/> POLICE VEHICLE <input type="checkbox"/> GLIDER KIT		<input type="checkbox"/> PRIVATE USE <input type="checkbox"/> MANUF. BUY BACK		<input type="checkbox"/> TAXI CAB <input type="checkbox"/> REPLICA	
<input type="checkbox"/> ELECTRIC <input type="checkbox"/> CUSTOM		<input type="checkbox"/> STREET ROD			
<b>4 LIENHOLDER INFORMATION</b>					
CHECK IF ELT CUSTOMER <input checked="" type="checkbox"/>		FEID # <b>233651743</b>		DL # and Sex and Date of Birth <b>2/21/2023</b>	
Lienholder's Email Address		Lienholder's Address <b>7980 Pine Blvd</b>		Lienholder's Name <b>CFS OF SOUTH FLORIDA</b>	
		City <b>PEMBROKE PINES</b>		State <b>FL</b>	
		Zip <b>33024</b>			
If Lienholder authorizes the Department to send the motor vehicle or mobile home title to the owner, check box and countersign: (Does not apply to vessels). If box is not checked, title will be mailed to the first lienholder. (Signature of Lienholder's Representative)					
<b>5 TRANSFER TYPE</b>					
IF OWNERSHIP HAS TRANSFERRED, HOW AND WHEN WAS THE VEHICLE, MOBILE HOME, OR VESSEL ACQUIRED? <input checked="" type="checkbox"/> SALE <input type="checkbox"/> GIFT <input type="checkbox"/> REPOSSESSION <input type="checkbox"/> COURT ORDER <input type="checkbox"/> OTHER (SPECIFY) DATE ACQUIRED <b>02</b> / <b>21</b> / <b>2023</b>					
<b>6 ODOMETER DECLARATION</b>					
WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment. I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>090,986</b> .XX (NO TENTHS) MILES, DATE READ <b>02</b> / <b>21</b> / <b>2023</b> AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING: <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE. <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. <input checked="" type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE					
<b>7 DEALER SALES TAX REPORT AND VEHICLE TRADE IN INFORMATION (IF APPLICABLE)</b>					
FLORIDA SALES TAX REGISTRATION NUMBER <b>258410433</b>		DATE OF SALE <b>2/21/2023</b>		DEALER LICENSE NUMBER <b>V11280821</b>	
YEAR OF TRADE IN		MAKE OF TRADE IN		AMOUNT OF TAX <b>807.65</b>	
TITLE NUMBER OF TRADE IN (IF KNOWN)		VEHICLE IDENTIFICATION NUMBER OF TRADE IN		DEALER / AGENT SIGNATURE	

**8 MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION**

THIS SECTION REQUIRES A PHYSICAL INSPECTION AND A VERIFICATION OF THE VEHICLE IDENTIFICATION NUMBER (VIN) (OR THE MOTOR NUMBER FOR MOTOR VEHICLES MANUFACTURED PRIOR TO 1955) OF THE MOTOR VEHICLE DESCRIBED ON THIS FORM BY A LICENSED DEALER, FLORIDA NOTARY PUBLIC, POLICE OFFICER, OR FLORIDA DIVISION OF MOTOR VEHICLES EMPLOYEE OR TAX COLLECTOR EMPLOYEE. IF THE VIN IS VERIFIED BY AN OUT OF STATE MOTOR VEHICLE DEALER, THE VERIFICATION MUST BE SUBMITTED ON THEIR LETTERHEAD STATIONERY. COMPLETE THIS SECTION ON ALL USED MOTOR VEHICLES, INCLUDING TRAILERS, (WITH ABBREVIATION OF "TL" WITH A WEIGHT OF 2,000 POUNDS OR MORE) NOT CURRENTLY TITLED IN FLORIDA.

I, the undersigned, certify that I have physically inspected the above described vehicle and find the vehicle identification number to be: \_\_\_\_\_

(Vehicle Identification Number)

DATE

SIGNATURE

PRINTED NAME

Law Enforcement Officer or Florida Dealer/Agency Name \_\_\_\_\_

Badge # or Florida Dealer # \_\_\_\_\_

Notary Stamp or Seal

FL DMV/Tax Collector Employee \_\_\_\_\_

Florida Compliance Examiner/Inspector Badge or ID Number \_\_\_\_\_

COMMISSIONED NAME OF FLORIDA NOTARY: \_\_\_\_\_

NOTARY'S SIGNATURE \_\_\_\_\_

(Print, Type or Stamp)

**9 SALES TAX EXEMPTION CERTIFICATION**

THE PURCHASE OF A RECREATIONAL VEHICLE TO BE OFFERED FOR RENT AS LIVING ACCOMMODATIONS DOES NOT QUALIFY FOR EXEMPTION. I CERTIFY THE RECREATIONAL VEHICLE, MOBILE HOME OR VESSEL DESCRIBED HAS BEEN PURCHASED AND IS EXEMPT FROM THE SALES TAX IMPOSED BY CHAPTER 212, FLORIDA STATUTES, BY:

☐ PURCHASER (STATE AGENCIES, COUNTIES, ETC.) HOLDS VALID EXEMPTION CERTIFICATE

CONSUMER'S CERTIFICATE OF EXEMPTION NUMBER \_\_\_\_\_

☐ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

SALES TAX REGISTRATION NUMBER \_\_\_\_\_

I hereby certify that ownership of the motor vehicle, mobile home or vessel described on this application, is not subject to Florida Sales and Use Tax for the following reason: ☐ INHERITANCE ☐ GIFT

☐ DIVORCE DECREE ☐ TRANSFER BETWEEN A MARRIED COUPLE ☐ EVEN TRADE OR TRADE DOWN (State the facts of the even trade or trade down and the transferor information, including the transferor's name and address, below under "Other: Explain.")

☐ OTHER: (EXPLAIN) \_\_\_\_\_

**10 REPOSSESSION DECLARATION**

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

☐ I CERTIFY THAT THIS MOTOR VEHICLE, MOBILE HOME OR VESSEL WAS REPOSSESSED UPON DEFAULT IN THE TERMS OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

☐ (VESSEL) A PHOTOCOPY OF THE LIEN INSTRUMENT FOR THE VESSEL IS REQUIRED AND ATTACHED.

☐ I AM REQUESTING THAT AN ORIGINAL CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME IN LIEU OF A TITLE (REPOSSESSION).

☐ I AM REQUESTING THAT A DUPLICATE CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME, AS THE ORIGINAL HAS BEEN LOST OR DESTROYED.

**11 NON-USE AND OTHER CERTIFICATIONS**

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

☐ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

☒ THE VEHICLE IDENTIFIED WILL NOT BE OPERATED ON THE STREETS AND HIGHWAYS OF THIS STATE UNTIL PROPERLY REGISTERED.

☐ THE VESSEL IDENTIFIED WILL NOT BE OPERATED ON THE WATERS OF THIS STATE UNTIL PROPERLY REGISTERED.

☐ OTHER: (EXPLAIN) \_\_\_\_\_

**12 APPLICATION ATTESTMENT AND SIGNATURES**

I HAVE PHYSICALLY INSPECTED THE ODOMETER/VIN AND FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS. (More than one form HSMV 82040 may be used for additional signatures.)

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SIGNATURE OF APPLICANT (OWNER)

Date

SIGNATURE OF APPLICANT (CO-OWNER)

Date

**13 RELEASE OF SPOUSE OR HEIRS INTEREST**

The undersigned person(s) state(s) as follows: That \_\_\_\_\_ died on \_\_\_\_\_

(Name of Deceased)

(Date)

☐ testate (with a will)

☐ intestate (without a will) and left the surviving heir(s) named below.

☐ When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

(More than one form HSMV 82040 may be used for additional signatures.)

Print or Type Name of Spouse, Co-owner or Heir(s)

Signature of Spouse, Co-owner or Heir(s)

That at the time of death the decedent was owner of the motor vehicle, mobile home or vessel described in section 2 of this form. The person(s) signing above hereby releases all of his/her/their right, title, interest and claim as heir(s) at law, legatee(s), devisee(s), or otherwise to the aforesaid motor vehicle, mobile home or vessel to:

Name of Applicant(s) (Print or Type)

RESIDENTS OF FLORIDA AND ALL VESSEL OWNERS, RESIDING IN FLORIDA OR OUT OF STATE, SHOULD SUBMIT THIS FORM AND ALL REQUIRED DOCUMENTATION TO A LOCAL FLORIDA TAX COLLECTOR'S OFFICE OR THE FLORIDA TAX COLLECTOR'S OFFICE LOCATED IN THE APPLICANT'S COUNTY OF RESIDENCE FOR PROCESSING.

Check your local phone book government pages or visit the following website for current mailing addresses: <http://www.flhsmv.gov/offices/>  
[www.flhsmv.gov](http://www.flhsmv.gov)

HSMV 82040 – REV. 11/15 RULE 15C-21.001, FAC

DEALER LICENSE		BUSINESS TYPE		ALERTS		ACTIVE LOTS: 1	
TYPE NUMBER		CORPORATION				TOTAL LOTS: 1	
VI /1128082 >>		ACTIVE					
LICENSE STATUS		LICENSE STATUS					
		DATE					
LICENSEE FEID /		473598269 / X AUTO IMPORT & EXPORT CORP					
NAME:							
LOT SPECS:							
LICENSE 1		LOT TYPEPRIMARY		LOCATION STATUSOPEN		MANUFACT. APPROVAL	
SUFFIX							
ASSOCIATE SFX				LEGACY LICENSE			
				TYPE / NUM /			
				SUFFIX /			
DBA NAME X AUTO SALES						BUSINESS OWNERS	
PHYSICAL ADDR. 9937 NW 27 AVE						OFFICERS	
CITY MIAMI				ST FL ZIPCODE33147 -			
COUNTRY				FOREIGN POSTAL			
				CODE			
REGION / ZONE 10 / B		COUNTY 1		MIAMI-DADE		MANAGEMENT	
MAILING ADDR. 9937 NW 27TH AVE						EMPLOYEES	
CITY MIAMI				ST FL ZIPCODE33147 -			
COUNTRY				FOREIGN POSTAL		BACKGROUND	
EMAIL ADDRESS XAUTOSALES999@GMAIL.COM				BIENNIAL		T	
				LICENSE			
EFFECTIVE DATE 03/24/2022		EXPIRATION DATE 04/30/2024		ISSUE DATE 10/21/2022		INSURANCE	
ACQUIRED DATE		LEASE LOCATION		INITIAL ISSUE 03/07/2019			
				DATE:			
MC <= 50CC		MC > 50 CC		MINI TRUCK			
DEVELOPMENTAL DEALER		USED VEHICLE		LOW SPEED VEHICLE		BOND	
		ONLY					
RV SALES				CAPITALIZATION			
				YEAR			
% OF OWNERSHIP							
PHONE		RECORDS INSPECTION		SALESPERSON		PRINT	
COMPLAINTS		SITE INSPECTION		LINE MAKES			
REGISTRATION		CURBSTONER		PERMITS			

CNTY# AGY# SUB# RPT#

1 3 JKC 5884

AUDIT# 154155380



STATE OF FLORIDA  
APPLICATION FOR VEHICLE/VESSEL  
CERTIFICATE OF TITLE

L# 2370746  
T# 1589360791  
B# 1523612  
S# 89138337

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVM/LOC		
132537478	2700	2014	GMC	UT	WHI	4656			
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
01 18 22	PET	PRIVATE							

Applicant/Owner's Name & Address  
MARCEL PAUL  
C/O BOMNIN CHEVROLET

J25672313

BIRTHDATE  
SEX MO. DAY YEAR Y  
RESIDENT N ALIEN CNTY RES.#  
10  
1st OWNER FL/DL# OR F.E.I.D.#  
2nd OWNER FL/DL# OR UNIT #

## VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
3.50	6.50	0.00	10.00

Action Requested: PRINT ELECTRONIC TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
OH	10/06/2018		XX	48,248 MILES 09/29/2018 ACTUAL	<input type="checkbox"/>

LIEN INFORMATION DATE OF LIEN RECEIVED DATE FEID # OR FL / DL AND SEX AND DATE OF BIRTH DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

## SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER  
HGREG.COM

ADDRESS  
3801 S STATE ROAD 7  
WEST PARK, FL 33023-6159

DEALER LICENSE NO.  
V111234181

CONSUMER OR SALES TAX EXEMPTION #

## SALES TAX AND USE REPORT

TRANSFER OF TITLE ☐ PURCHASER HOLDS VALID  
IS EXEMPT FROM EXEMPTION CERTIFICATE  
FLORIDA SALES OR ☐ VEHICLE / VESSEL WILL BE  
USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL  
REASON(S) CHECKED ☐ OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY  
UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$  
INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00

☐ SELLING PRICE VERIFIED

## APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

HSMV 82041 REVISED 02/06

SCAN CODE

MVT

Signature of Applicant/Co-Owner

I UNDERSTAND THAT MY DRIVER LICENSE AND REGISTRATIONS WILL BE SUSPENDED IMMEDIATELY IF THE INSURER DENIES  
THE INSURANCE INFORMATION SUBMITTED FOR THIS REGISTRATION.

TITLE NUMBER	132537478	VEHICLE ID NUMBER	1GKKRND8EJ342700	>>
YEAR	2014	BODY UT	MAKE GMC	IN-HOUSE
MAKE				
TITLE ISSUE DATE	10/22/2018	TITLE STATUS	LIEN MAINTENANCE ONLY	
TITLE/NMVTIS	[ ]/[ ]	DESC		
PENDING		STATUS DATE	01/04/2022	
TITLE CANCEL DATE		ELEC. TITLE	ELECTRONIC TITLE	
CANCEL REASON		STATUS		
C OF R ISSUE DATE		EFS STATUS	(NONE)	
C OF D ISSUE DATE		LEGAL OWNERSHIP		
AUTHORIZED		TOW TYPE		
DESTRUCTION DATE		TOW DATE		
		TRANSFER OF	[ ]	
SALES TAX REG	463987289	EQUITY		
		MAILED TO	[T ] ...	
SALES TAX EXEMPT		NMVTIS PRE	OH /1812288664	
		STATE/NUM		
PREV/CURR STATE	OH /FL			

JNT OWNER NUM	1	CUSTOMER NAME	PAUL, MARCEL	NONE ...
LIENS		LIEN DETAILS		
PLATES/VESSELS		VEHICLE	BRAND	
CORRESPONDENCE	[ F ]	DETAILS	DETAILS	
COMMENT DESC.				
COMMENT DESC.				
UNSTRUCT. NAME				



ERASURES AND ALTERATIONS VOID THIS TITLE ASSIGNMENT. (Type or Print in Ink.)

<b>ASSIGNMENT OF OWNERSHIP</b>		This vehicle was a (if applicable): <input checked="" type="checkbox"/> Former Law Enforcement Vehicle <input type="checkbox"/> Flood Vehicle <input type="checkbox"/> Former Taxi	
I (we) certify the vehicle/watercraft/outboard motor described in this title was delivered		8/19/18 for the price of \$ _____ to:	
<b>H.GREG MIAMI, INC</b>			
Buyer Printed Name _____			
Buyer Printed Address <u>3801 S State Rd 7 West PARK FL 33023</u>			
<b>ODOMETER CERTIFICATION</b> Federal and State laws require that you state the mileage in connection with transfer of ownership.			
Failure to complete or providing false information may result in fines and/or imprisonment.			
I (we) certify to the best of my (our) knowledge that the odometer now reads <u>48,243</u> miles (no tenths)			
Check one: <input type="checkbox"/> Actual Mileage		Seller is a minor <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input type="checkbox"/> The Mileage stated is in EXCESS of the Mechanical Limits			
<input type="checkbox"/> The odometer reading is not the actual Mileage. <b>WARNING Odometer Discrepancy</b>			
I (we) warrant the title to be free of all liens.			
Seller's Printed Name <u>LaBelle Sales + Service</u>		Seller's Signature <u>[Signature]</u>	
Seller's Printed Address <u>205 3rd St</u>		Seller's Printed Address <u>Columbus OH 43215</u>	
Notary: Subscribed and sworn to before me by <u>Jill Stueck</u>		State <u>OH</u> Zip <u>43215</u>	
On the <u>22</u> day of <u>Aug</u> 20 <u>18</u> in the county of <u>BRISTOL</u> state of <u>MA</u>			
(Notary Seal)			
My commission expires <u>1-22-23</u> printed name <u>Jeanny LaBelle</u>		Signature of (circle one) <u>Jeanny LaBelle</u>	
Clerk, Deputy Clerk of Courts, Notary <u>Jeanny LaBelle</u>			
Warning to buyer and seller: You are required by law to state the true selling price. A false statement is in violation of section 2921.13 of the Ohio Revised Code and is punishable by six months imprisonment or a fine of up to one thousand dollars or both. All transfers are audited by the Department of Taxation. The seller and buyer must provide any information requested by the Department of Taxation.			
The buyer may be assessed any additional tax found to be due.			
<b>BUYER ACKNOWLEDGEMENT OF ABOVE ODOMETER CERTIFICATION</b>			
Buyer Printed Name <u>YAZMIN FRESNACIOS</u>		Buyer Signature <u>[Signature]</u>	
<b>APPLICATION FOR CERTIFICATE OF TITLE (Type or Print in Ink)</b>			
Check type of Application(s): <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Memorandum <input type="checkbox"/> Watercraft <input type="checkbox"/> Outboard Motor <input type="checkbox"/> Salvage			
Applicant Printed Name _____		SSN/EIN _____	
Applicant Printed Address _____		City _____ Zip _____ County _____	
Purchase Price \$ _____		Gross Tax Due \$ _____	
Trade in Allowance \$ _____		Vendors Discount \$ _____ Tax Paid \$ _____	
If Tax Exempt, State Reason _____		Dealer # _____ Vendor # _____	
Lienholder _____		Elien # _____	
Lienholder Address _____			
Condition of Vehicle/Watercraft/Outboard Motor (check only one) <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Wrecked Title to be <input type="checkbox"/> Printed <input type="checkbox"/> Non-Printed			
Optional: <input type="checkbox"/> With Rights of Survivorship (2 owners only) <input type="checkbox"/> Transfer On Death (1 owner only) BMV 3811 Form required			
Applicant is a minor <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide Date of Birth _____ and Minor Consent Form (BMV 3751)			
I (we) state that all information contained in this application is true and correct.			
<b>X</b>			
Applicant Signature			
Notary: Subscribed and sworn to before me by _____			
On the _____ day of _____ 20 _____ in the county of _____ state of _____			
(Notary Seal)			
My commission expires _____ printed name _____		Signature of (circle one) _____	
Clerk, Deputy Clerk of Courts, Notary <u>X</u>			

LATE FEE OF \$5.00 FOR FAILURE TO APPLY WITHIN 30 DAYS OF ASSIGNMENT.

701171

## OHIO CERTIFICATE OF TITLE

ISSUING CNTY CUYAHOGA  
RESIDENT CNTY FRANKLIN

STATE OF OHIO

No.18 1228 8664

ORIGINAL

ISSUE DATE  
08/18/2018

IDENTIFICATION NUMBER

[REDACTED] 2700

DOCUMENTS

REGISTRATION

PURCHASE PRICE

\$0.00

CONVERSION

TAX

\$0.00

MLG BRAND ACTUAL

YEAR

2014

MAKE

GMC

MAKE DESCRIPTION

GENERAL MOTORS

BODY TYPE

SW

MODEL DESCRIPTION

ACADIA

MILEAGE

48,243

EVIDENCE

CAN-REGISTRATION

BRAND(S)

OWNER

LABELLE SALES &amp; SERVICES

20 S 3RD ST SUITE 210  
COLUMBUS, OH 43215

PREVIOUS OWNER

2970-7528 QUEBEC INC

625 RUE DUBOIS  
ST EUSTACHE, QC, CAN J7P3W1

LIEN DISCHARGE

Lienholder

by:

Authorized signature

date

CLERK LIEN CANCELLATION

by:

Deputy Clerk

date

LIEN DISCHARGE

Lienholder

by:

Authorized signature

date

CLERK LIEN CANCELLATION

by:

Deputy Clerk

date

WITNESS MY HAND AND OFFICIAL SEAL THIS 18TH DAY OF AUGUST

%145275218



\* % 1 4 5 2 7 5 2 1 8 \*

%145275218

DENNIS G KENNEDY  
FISCAL OFFICERRDP  
RDP

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

**8 MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION**

THIS SECTION REQUIRES A PHYSICAL INSPECTION AND A VERIFICATION OF THE VEHICLE IDENTIFICATION NUMBER (VIN) (OR THE MOTOR NUMBER FOR MOTOR VEHICLES MANUFACTURED PRIOR TO 1935) OF THE MOTOR VEHICLE DESCRIBED ON THIS FORM BY A LICENSED DEALER, FLORIDA NOTARY PUBLIC, POLICE OFFICER, OR FLORIDA DIVISION OF MOTOR VEHICLES EMPLOYEE OR TAX COLLECTOR EMPLOYEE. IF THE VIN IS VERIFIED BY AN OUT OF STATE MOTOR VEHICLE DEALER, THE VERIFICATION MUST BE SUBMITTED ON THEIR LETTERHEAD STATIONERY. COMPLETE THIS SECTION ON ALL USED MOTOR VEHICLES, INCLUDING TRAILERS, (WITH ABBREVIATION OF "TL" WITH A WEIGHT OF 2,000 POUNDS OR MORE) NOT CURRENTLY TITLED IN FLORIDA.

I, the undersigned, certify that I have physically inspected the above described vehicle and find the vehicle identification number to be: 2700

09/29/2018  
DATE

[Signature]  
SIGNATURE

[Signature]  
PRINTED NAME

Law Enforcement Officer or Florida Dealer/Agency Name HGREG.COM (WEST PARK) Badge # or Florida Dealer # VI11234181 Notary Stamp or Seal

FL DMV/Tax Collector Employee \_\_\_\_\_ Florida Compliance Examiner/Inspector Badge or ID Number \_\_\_\_\_

COMMISSIONED NAME OF FLORIDA NOTARY: \_\_\_\_\_ NOTARY'S SIGNATURE \_\_\_\_\_  
(Print, Type or Stamp)

---

**9 SALES TAX EXEMPTION CERTIFICATION**

THE PURCHASE OF A RECREATIONAL VEHICLE TO BE OFFERED FOR RENT AS LIVING ACCOMMODATIONS DOES NOT QUALIFY FOR EXEMPTION. I CERTIFY THE RECREATIONAL VEHICLE, MOBILE HOME OR VESSEL DESCRIBED HAS BEEN PURCHASED AND IS EXEMPT FROM THE SALES TAX IMPOSED BY CHAPTER 212, FLORIDA STATUTES, BY:

☐ PURCHASER (STATE AGENCIES, COUNTIES, ETC.) HOLDS VALID EXEMPTION CERTIFICATE CONSUMER'S CERTIFICATE OF EXEMPTION NUMBER \_\_\_\_\_

☐ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL SALES TAX REGISTRATION NUMBER \_\_\_\_\_

I hereby certify that ownership of the motor vehicle, mobile home or vessel described on this application, is not subject to Florida Sales and Use Tax for the following reason: ☐ INHERITANCE ☐ GIFT

☐ DIVORCE DECREE ☐ TRANSFER BETWEEN A MARRIED COUPLE ☐ EVEN TRADE OR TRADE DOWN (State the facts of the even trade or trade down and the transferor information, including the transferor's name and address, below under "Other: Explain.")

☐ OTHER: (EXPLAIN) \_\_\_\_\_

---

**10 REPOSSESSION DECLARATION**

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

☐ I CERTIFY THAT THIS MOTOR VEHICLE, MOBILE HOME OR VESSEL WAS REPOSSESSED UPON DEFAULT IN THE TERMS OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

☐ (VESSEL) A PHOTOCOPY OF THE LIEN INSTRUMENT FOR THE VESSEL IS REQUIRED AND ATTACHED.

☐ I AM REQUESTING THAT AN ORIGINAL CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME IN LIEU OF A TITLE (REPOSSESSION).

☐ I AM REQUESTING THAT A DUPLICATE CERTIFICATE OF REPOSSESSION BE ISSUED FOR THE MOTOR VEHICLE OR MOBILE HOME, AS THE ORIGINAL HAS BEEN LOST OR DESTROYED.

---

**11 NON-USE AND OTHER CERTIFICATIONS**

IF CHECKED, THE FOLLOWING CERTIFICATIONS ARE MADE BY THE APPLICANT:

☐ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

☐ THE VEHICLE IDENTIFIED WILL NOT BE OPERATED ON THE STREETS AND HIGHWAYS OF THIS STATE UNTIL PROPERLY REGISTERED.

☐ THE VESSEL IDENTIFIED WILL NOT BE OPERATED ON THE WATERS OF THIS STATE UNTIL PROPERLY REGISTERED.

☐ OTHER: (EXPLAIN) \_\_\_\_\_

---

**12 APPLICATION ATTESTMENT AND SIGNATURES**

I HAVE PHYSICALLY INSPECTED THE ODOMETER/VIN AND FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS. (More than one form HSMV 82040 may be used for additional signatures.)

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

[Signature] 09/29/2018  
SIGNATURE OF APPLICANT (OWNER) Date

[Signature]  
SIGNATURE OF APPLICANT (CO-OWNER) Date

---

**13 RELEASE OF SPOUSE OR HEIR'S INTEREST**

The undersigned person(s) state(s) as follows: That \_\_\_\_\_ died on \_\_\_\_\_ (Date)

☐ testate (with a will) ☐ Intestate (without a will) and left the surviving heir(s) named below.

☐ When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

(More than one form HSMV 82040 may be used for additional signatures.)

Print or Type Name of Spouse, Co-owner or Heir(s) \_\_\_\_\_ Signature of Spouse, Co-Owner or Heir(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

That at the time of death the decedent was owner of the motor vehicle, mobile home or vessel described in section 2 of this form. The person(s) signing above hereby releases all of his/her/their right, title, interest and claim as heir(s) at law, legatee(s), devisee(s), or otherwise to the aforesaid motor vehicle, mobile home or vessel to:

\_\_\_\_\_  
Name of Applicant(s) (Print or Type)

RESIDENTS OF FLORIDA AND ALL VESSEL OWNERS, RESIDING IN FLORIDA OR OUT OF STATE, SHOULD SUBMIT THIS FORM AND ALL REQUIRED DOCUMENTATION TO A LOCAL FLORIDA TAX COLLECTOR'S OFFICE OR THE FLORIDA TAX COLLECTOR'S OFFICE LOCATED IN THE APPLICANT'S COUNTY OF RESIDENCE FOR PROCESSING.

Check your local phone book government pages or visit the following website for current mailing addresses: <http://www.flhsmv.gov/offices/>  
[www.flhsmv.gov](http://www.flhsmv.gov)

HSMV 82040 - REV. 11/15 RULE 15C-21.001, FAC

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
DIVISION OF MOTORIST SERVICES  
Neil Kirkman Building - Tallahassee, FL 32399-0500  
**MOTOR VEHICLE TITLE REASSIGNMENT SUPPLEMENT**

(Instructions on Reverse Side)

This reassignment is supplement to: ☒ Title No.: N/A State of Issue: FL  
☐ Manufacturer's Statement or Certificate of Origin  
Is the title electronic? ☐ Yes ☐ No

## VEHICLE DESCRIPTION

Vehicle Identification Number <u>2700</u>	Year <u>2014</u>	Make <u>GMC</u>	Model <u>ACADIA</u>	Body <u>FWD 4DR SLE1</u>
--	---------------------	--------------------	------------------------	-----------------------------

## REASSIGNMENT INFORMATION

Name of Seller(s)/Agent (Print) <u>H GREG.COM</u>	DL/ID#, DMS ACCT#, FEID# <u>VI/1024370/1</u>	DEALER/AUCTION LICENSE (if applicable) <u>VI/1024370/1</u>
Street Address <u>3801 S STATE RD 7 WEST PARK FL 33023-6159</u>	City <u>FL</u>	State <u>FL</u>
Selling Price (If Applicable) <u>16899.00</u>	Sales Tax Collected (If Applicable) <u>1034.82</u>	Sales Tax Reg. No. (If Applicable)
Purchaser and Co-Purchaser's Printed Name(s) <u>MARCEL PAUL</u>	Date of Sale <u>09/29/2018</u>	
Co-Purchaser's Address (If applicable) <u>[REDACTED]</u>	City <u>[REDACTED]</u>	State <u>[REDACTED]</u>
Auction Name (If applicable)	Auction License Number	State of License
Street Address	City	State

## ODOMETER DISCLOSURE STATEMENT

WARNING: FEDERAL AND STATE LAW REQUIRE THAT YOU STATE THE ODOMETER MILEAGE IN CONNECTION WITH TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS, 48248XX (NO TENTHS) MILES,  
DATE READ 09/29/18, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING.

CAUTION:  
READ CAREFULLY  
BEFORE YOU  
CHECK A BOX

- ☐ 1. REFLECTS ACTUAL MILEAGE  
☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS  
☐ 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING  
DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Printed Name of seller(s)/Agent <u>H. Greg - Com</u>	Seller(s)/Agent Signature <u>[Signature]</u>
Printed Name of Co-seller (If applicable)	Co-Seller Signature (If applicable)
Purchaser(s) Signature <u>[Signature]</u>	Co-Purchaser(s) Signature <u>N/A</u>
Purchaser(s) Printed Name First, Full Middle or Maiden, Last <u>MARCEL PAUL</u>	Co-Purchaser(s) Printed Name First, Full Middle or Maiden, Last <u>N/A</u>

NOTICE: ANY ALTERATION OR ERASURE MAY VOID THIS ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW.

ORIGINAL: SUBMIT WITH APPLICATION FOR TITLE

COPY: SELLER/DEALER RETAIN IN FILE

HSMV 82994 (REV. 04/14) S

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES**  
**APPLICATION FOR CERTIFICATE OF TITLE WITH/WITHOUT REGISTRATION**  
 SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

Customer # 9738  
 Deal # 10306  
 Stock # 701171

<http://www.flhsmv.gov/offices/>

CHECK APPLICATION TYPE: ☒ ORIGINAL ☐ TRANSFER VEHICLE TYPE: ☒ MOTOR VEHICLE ☐ MOBILE HOME ☐ VESSEL OFF-HIGHWAY VEHICLE: ☐ ATV ☐ ROV ☐ MC

<b>1 OWNER / APPLICANT INFORMATION</b>									
Customer Number <b>216541923</b>	Check this box if you are requesting the certificate of title to be printed. <input type="checkbox"/>		Are you a Florida resident? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Are you an alien? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		Co-Owner <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no	Unit Number	Flot Number		
<input type="checkbox"/> OR <input type="checkbox"/> AND NOTE: When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. If neither box is checked, the title will be issued with "and." If applicable: <input type="checkbox"/> Life Estate/Remainder Person <input type="checkbox"/> Tenancy By the Entirety <input type="checkbox"/> With Rights of Survivorship <input checked="" type="checkbox"/> Owner's County of Residence: <b>BROWARD</b>									
Owner's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name) <b>MARCEL PAUL</b>			Owner's Email Address		Date of Birth	Sex	FL Driver License or FEID/Suffix #		
Co-Owner/Lessee's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name)			Co-Owner's/Lessee's Email Address		Date of Birth	Sex	FL Driver License or FEID/Suffix #		
Owner's Mailing Address (If different from above, please indicate)			City		State	Zip			
<input type="checkbox"/> Mobile Home Physical Address (if applicable) Check if in a mobile home rental park with 10 or more lots. City State Zip									
Mail To Customer Name (if different from above owner)			Mail To Customer's Email Address		Date of Birth	Sex	FL Driver License or FEID/Suffix #		
Mail To Customer Address (if different from above mailing address)			City		State	Zip			
<b>2 MOTOR VEHICLE, MOBILE HOME OR VESSEL DESCRIPTION</b>									
Vehicle/Vessel Identification Number <b>2700</b>			Make/Manufacturer <b>GMC</b>		Year <b>2014</b>	Body <b>UT</b>	Color <b>WHI</b>	Florida Title Number	
Previous State of Issue <b>04</b>	License Plate or Vessel Registration Number <b>CYSX11</b>		Weight <b>4656</b>	Length <b>FL</b>	In.	BHP/ICC	GVW/LWC	VAN USE, IF APPLICABLE <input type="checkbox"/> PASSENGER <input type="checkbox"/> OTHER	
<input type="checkbox"/> Open Motorboat <input type="checkbox"/> Cabin Motorboat <input type="checkbox"/> Auxiliary Sailboat <input type="checkbox"/> Inflatables <input type="checkbox"/> Houseboat <input type="checkbox"/> Pontoon <input type="checkbox"/> Airboat <input type="checkbox"/> Sailboat TYPE Specify		<input type="checkbox"/> Wood <input type="checkbox"/> Fiberglass <input type="checkbox"/> Wood/Fiberglass <input type="checkbox"/> Other HULL MATERIAL Specify		<input type="checkbox"/> Outboard <input type="checkbox"/> Inboard <input type="checkbox"/> Inboard/Outboard <input type="checkbox"/> Other PROPULSION Specify		<input type="checkbox"/> Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Electric <input type="checkbox"/> Other FUEL Specify		*DRAFT OF VESSEL (The depth of water a vessel draws) FT. _____ IN. _____ *For all vessels 26' or more in length and all sailboats	
<input type="checkbox"/> Recreational (Pleasure) <input type="checkbox"/> Dealer/Manuf. <input type="checkbox"/> Exempt <input type="checkbox"/> Commercial Fish <input type="checkbox"/> Hire (Livery) <input type="checkbox"/> Commercial Mackerel USE OF VESSEL		<input type="checkbox"/> Commercial Blue Crab <input type="checkbox"/> Commercial Stone Crab <input type="checkbox"/> Commercial Shrimp Recip. <input type="checkbox"/> Commercial Shrimp Non-Recip. <input type="checkbox"/> Commercial Live Bait <input type="checkbox"/> Commercial Mackerel <input type="checkbox"/> Commercial Oyster <input type="checkbox"/> Commercial Spiny Lobster		<input type="checkbox"/> Government <input type="checkbox"/> Commercial Charter <input type="checkbox"/> Commercial Oyster <input type="checkbox"/> Commercial Spiny Lobster		<input type="checkbox"/> Commercial Sponge <input type="checkbox"/> Commercial Other		PREVIOUS OUT-OF-STATE REGISTRATION NUMBER:	
Previously Federally Documented Vessel, Attach Copy of: <input type="checkbox"/> U.S. Coast Guard Release From Documentation Form; or <input type="checkbox"/> Copy of Canceled Documentation Papers					State of Principal Use				
<b>3 BRANDS, USAGE AND TYPE (Check Applicable Boxes)</b>									
<input type="checkbox"/> SHORT TERM LEASE		<input type="checkbox"/> LONG TERM LEASE		<input type="checkbox"/> REBUILT		<input type="checkbox"/> POLICE VEHICLE		<input checked="" type="checkbox"/> PRIVATE USE	
<input type="checkbox"/> ASSEMBLED FROM PARTS		<input type="checkbox"/> BONDED TITLE		<input type="checkbox"/> KIT CAR		<input type="checkbox"/> GLIDER KIT		<input type="checkbox"/> MANUF. BUY BACK	
<input type="checkbox"/> FLOOD		<input type="checkbox"/> TAXI CAB		<input type="checkbox"/> REPLICA		<input type="checkbox"/> AUTONOMOUS		<input type="checkbox"/> ELECTRIC	
<input type="checkbox"/> CUSTOM		<input type="checkbox"/> STREET ROD							
<b>4 LIENHOLDER INFORMATION</b>									
CHECK IF ELY CUSTOMER <input checked="" type="checkbox"/>	FEID # <input type="checkbox"/> DL # and Sex and Date of Birth <input checked="" type="checkbox"/> DMV Account # <input type="checkbox"/>		Date of Lien <b>09/29/2018</b>		Lienholder's Name <b>BRIGHTSTAR CREDIT UNION</b>				
Lienholder's Email Address			Lienholder's Address <b>P O BOX 8966</b>		City <b>FT LAUDERDALE</b>	State <b>FL</b>	Zip <b>33310</b>		
<input type="checkbox"/> If Lienholder authorizes the Department to send the motor vehicle or mobile home title to the owner, check box and countersign: (Does not apply to vessels). If box is not checked, title will be mailed to the first lienholder. (Signature of Lienholder's Representative)									
<b>5 TRANSFER TYPE</b>									
IF OWNERSHIP HAS TRANSFERRED, HOW AND WHEN WAS THE VEHICLE, MOBILE HOME, OR VESSEL ACQUIRED?									
<input checked="" type="checkbox"/> SALE		<input type="checkbox"/> GIFT		<input type="checkbox"/> REPOSSESSION		<input type="checkbox"/> COURT ORDER		OTHER (SPECIFY) _____	
						DATE ACQUIRED <b>09/29/2018</b>			
<b>6 ODOMETER DECLARATION</b>									
WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment. I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>48,248</b> (XIX AND TWENTY) MILES, DATE READ <b>09/29/2018</b> AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:									
<input checked="" type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE. <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE.									
<b>7 DEALER SALES TAX REPORT AND VEHICLE TRADE IN INFORMATION (IF APPLICABLE)</b>									
FLORIDA SALES TAX REGISTRATION NUMBER <b>463987289</b>		DATE OF SALE <b>09/29/2018</b>		DEALER LICENSE NUMBER <b>V11234181</b>		AMOUNT OF TAX <b>1034.82</b>		DEALER / AGENT SIGNATURE	
YEAR OF TRADE IN <b>2008</b>		MAKE OF TRADE IN <b>CHEV</b>		TITLE NUMBER OF TRADE IN (IF KNOWN) <b>101101360</b>		VEHICLE IDENTIFICATION NUMBER OF TRADE IN <b>1G1ZG57B98F286696</b>			

# EXHIBIT C

Mail Lien Factor: Dept of Highway Safety and Motor Vehicles, Nell Kirkman Building, Tallahassee, FL 32399-0500

T# 1589360791  
B# 1523612

Identification Number 1GKKRNE8EJ342700	Year 2014	Make GMC	Body UT	WT-L-BHP 4656	Vessel Regis. No.	Title Number 132537478
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Registered Owner: **MARCEL PAUL** Date of Issue 10/22/2018Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## IMPORTANT INFORMATION

- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
- Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
- Remove your license plate from the vehicle.
- See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>

BD  
J256723BMail To:  
BOMNIN CHEVROLET  
8455 SOUTH DIXIE HWY  
MIAMI, FL 33143

## CERTIFICATE OF TITLE

Identification Number 1GKKRNE8EJ342700	Year 2014	Make GMC	Body UT	WT-L-BHP 4656	Vessel Regis. No.	Title Number 132537478
Prev State OH	Color WHI	Primary Brand	Secondary Brand	No of Brands	Use PRIVATE	Prev Issue Date
Odometer Status or Vessel Manufacturer or OH use 48,248 MILES 09/29/2018 ACTUAL				Engine Drive	Hull Material	Prop
Date of Issue 10/22/2018				Date		

Registered Owner  
**MARCEL PAUL**1st Lienholder  
ELECTRONIC TITLE PRIOR TO 01/18/2022

DIVISION OF MOTORIST SERVICES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch

Robert R. Kynoch  
Director

Control Number 154155380

1 / 3 154155380

Terry L. Rhodes

Terry L. Rhodes  
Executive Director

## TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: **BOMNIN CHEVROLET DADELAND** Address: **8455 So Dixie Hwy, Miami, FL 33143**Seller Must Enter Selling Price: **28** Seller Must Enter Date Sold: **12-21-21**I/We state that this ☐ 5 or ☒ 6 digit odometer now reads **187,792** (no tens) miles, date read **12-21-21**, and I hereby certify that to the best of my knowledge the odometer reading: ☒ 1. reflects ACTUAL MILEAGE ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: **(POA) for Marcel** CO-SELLER Must Sign Here:Print Here: **Thalvis Garcia - AGT Paul** Print Here:

Selling Dealer's License Number: \_\_\_\_\_ Tax No.: \_\_\_\_\_ Tax Collected: \_\_\_\_\_

Auction Name: \_\_\_\_\_ License Number: \_\_\_\_\_

PURCHASER Must Sign Here: **BOMNIN CHEVROLET DADELAND** CO-PURCHASER Must Sign Here:Print Here: **J. R. - AGT** Print Here:

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 82250 (REV. 3/15)

STATE OF FLORIDA

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
DIVISION OF MOTOR VEHICLES  
2980 Apalachee Parkway • Neil Kirkman Building - Tallahassee, FL 32399-0620  
Notice of Sale of Motor Vehicle, Mobile Home or Vessel

Section 319.22(2), Florida Statutes, requires that the seller file a Notice of Sale with the department within 30 days after the sale or transfer of the motor vehicle, vessel or mobile home. Filing this form removes any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.

I have this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, transferred by assignment of and delivered Florida Certificate of Title to:

Name: Purchaser(s) \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_ Purchaser's DL/ID \_\_\_\_\_

Address \_\_\_\_\_ Selling Price \$ \_\_\_\_\_

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature \_\_\_\_\_ Co-Seller's Signature \_\_\_\_\_

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.			
FIRST REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No.: <b>VF10326571</b>	Selling Dealer's Name: <b>BOMNIN CHEVROLET DADELAND</b>	Tax No.: <b>23-80154671230</b>
	Selling Dealer's Address: <b>8455 So Dixie Hwy, Miami, FL 33143</b>		Date Sold: <b>1-14-22</b>
	Purchaser's Name(s): <b>THE AUTO WAREHOUSE 3632 N Cicero Ave Chicago IL 60641</b>		
	I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>190932</b> (NO TENTHS) MILES, DATE READ <b>1-14-22</b> AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:		
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY			
Purchaser Must Sign Here: <b>Michelle Frederick Agt</b>	Co-Purchaser Must Sign Here: _____		
Print Here: <b>Michelle Frederick Agt</b>	Print Here: _____		
Seller/Agent Must Sign Here: <b>[Signature]</b>	Auction Name (When Applicable): <b>MANHATTAN ORLANDO VA/1004769 12</b>		
Print Here: <b>BOMNIN CHEVROLET DADELAND J. Pena - AGT</b>	Auction License Number: _____		
SECOND REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No.: <b>7157</b>	Selling Dealer's Name: <b>The Auto Warehouse</b>	Tax No.: <b>12/3</b>
	Selling Dealer's Address: <b>3632 N Cicero Ave Chicago IL 60641</b>		Date Sold: <b>1/08/22</b>
	Purchaser's Name(s): <b>X Auto Imports &amp; Export DBA</b>		
	I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>1701955</b> (NO TENTHS) MILES, DATE READ <b>1-28-22</b> AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:		
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input checked="" type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY			
Purchaser Must Sign Here: <b>[Signature]</b> <b>(91)</b>	Co-Purchaser Must Sign Here: _____		
Print Here: <b>RYAN DAZA</b>	Print Here: _____		
Seller/Agent Must Sign Here: <b>Michelle Frederick Agt</b>	Auction Name (When Applicable): _____		
Print Here: <b>Michelle Frederick Agt</b>	Auction License Number: _____		
THIRD REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No.: <b>VI-1128082-1</b>	Selling Dealer's Name: <b>X Auto Sales Agt</b>	Tax No.: <b>258410433</b>
	Selling Dealer's Address: <b>7937 NW 27 AVE MIAMI FL 33147</b>		Date Sold: <b>2/21/23</b>
	Purchaser's Name(s): <b>WENREN, JAMES HENRY JR &amp; WIGGINS, MOISES J.</b>		
	I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input checked="" type="checkbox"/> 6 DIGIT ODOMETER NOW READS <b>910976</b> (NO TENTHS) MILES, DATE READ <b>2-21-23</b> AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:		
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input checked="" type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY			
Purchaser Must Sign Here: <b>James H. Warren Jr.</b>	Co-Purchaser Must Sign Here: <b>Moises Wiggins</b>		
Print Here: <b>JAMES HENRY WARREN JR</b>	Print Here: <b>MOISES VERMINE WIGGINS</b>		
Seller/Agent Must Sign Here: <b>[Signature]</b> <b>(91)</b>	Auction Name (When Applicable): _____		
Print Here: <b>RYAN DAZA</b>	Auction License Number: _____		